# CITY OF ROCHESTER 201 4<sup>TH</sup> STREET SE, ROOM 108 ROCHESTER, MN 55904-3742 \*\*\*\*\*\*\*\*PROPOSAL\*\*\*\*\*\*\*

# FOR HIGHWAY CONSTRUCTION AND MAINTENANCE PROJECTS WITH BIDS RECEIVED UNTIL 11:00 O'CLOCK A.M. ON August 13, 2014

PROPOSAL OF				
	(Name of Fir	m)		(Phone No.)
-	(Address)			(Fax No.)
<del></del>	(City)	(State)		(Zip)
TO FURNISH AND	DELIVER ALL	MATERIALS AND TO I	PERFORM ALL WORK	C IN
TRANSPORTATION EXCEPT AS STATE PROPOSAL, FOR	N "STANDARD ED OTHERWISE	RACT, THE PLANS AND SPECIFICATIONS FOR E IN THE SPECIAL PRO	CONSTRUCTION", 20 VISIONS WHICH ARE	)14 EDITION,
CITY PROJECT NO	. <u>(6303-2-13, 6</u>	6 <mark>311-1-13)</mark> J NO. <u>(J7287</u>	<u>7, J7289)                                    </u>	
STATE PROJECT N	O <u>159-109-025</u>	(3 <sup>rd</sup> Ave SE 3rd Ave SE	from 4th St SE to 12th	St SE)
	<u>159-110-011</u>	(11th Ave NE from 7th S	t NE to 14th St NE)	
LOCATION:	Various, RO	OCHESTER, MN		
TYPE OF WORK	Concrete Pa	avement Rehabilitation a	and Sanitary Sewer Re	placement
	<u>various loca</u>	ntions around the city		
LENGTH <b>1.27</b>	MILES	COMPLE	ETION DATE: Augus	t 1, 2015
I certify that this Proposal wa professional engineer under the		ate of Minnesota.		censed
		Russell J. Kelm,		07/24/2014
		Russell J. Kelm,	License Number 246	667 (Date)
*********	******	********	*******	*****
BID RIGGING IS A SERIOU	IS CRIME. IF	YOU HAVE ANY INFOR	RMATION CONCERNI	NG COLLUSIVE
BIDDING, EVEN A REC				
MINNESOTA ATTORNEY				

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# Department of Public Works 201 4<sup>th</sup> Street SE, Room 108 Rochester, MN 55904-3740 (507) 328-2400

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### CITY OF ROCHESTER NOTICE OF BIDS

Notice is hereby given that bids will be received at the office of the City Clerk until 11:00 A.M. on August 13, 2014 for the construction of the following described local improvement, pursuant to Minnesota Statutes, Chapter 429, as amended, in accordance with the plans and specifications for the same which are on file in the Office of the City Clerk of said City:

State No.

159-109-025

City No 6303-2-13,

J7287

Concrete Pavement Rehabilitation 3rd Ave SE from 4th St SE to 12th St SE

State No.

159-110-011

City No 6311-1-13, J7289

### Concrete Pavement Rehabilitation 11th Ave NE from 7th St NE to 14th St NE

Immediately following expiration of the time for receiving bids, the City Clerk and two designated City officials will publicly open said bids in the City Hall and tabulate them in advance of the Council meeting. The Common Council will consider the bids in the Council/Board Chambers at the Government Center at 7:00 P.M. on August 18, 2014.

Said Construction generally consists of Concrete Pavement Rehabilitation and Sanitary Sewer Replacement. The work includes the following approximate quantities of work:

2302.603	JOINT REPAIR (TYPE A1) 50,132	LF
2302.603	FULL DEPTH REPAIR (TYPE CD-LV)	LF
2302,604	PAVEMENT REPLACEMENT (TYPE CX)	SY
2302,618	REPAIR SIDEWALK OR MEDIAN WALK	SF
2302,618	PARTIAL DEPTH REPAIR (TYPE BA) 15,039	SF
2302,618	PARTIAL DEPTH REPAIR (TYPE BE)2,256	SF
2302.618	SPOT FULL DEPTH REPAIR (TYPE C1-LV)	SF
2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (2,B) 40	TON
2550.541	6'X6' LOOP DETECTOR DES SAWCUT25	EACH
2104.509	REMOVE MANHOLE	EACH
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 2 10	EACH
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 3 5	EACH

Plan, Specifications and Contract Documents may be examined at the Department of Public Works, 201 4th St. SE, Room 108, Rochester, MN 55904, (507) 328-2400 or the City's website at https://egram.rochestermn.gov/.

Each bid must be sealed and accompanied by a cash deposit, bid bond, cashier's check or a certified check payable to the City of Rochester, Minnesota, for at least 5% the amount of the bid, which amount shall be forfeited to the City of Rochester, Minnesota, as liquidated damages if the bidder, upon the letting of the contract to him shall fail to enter into the contract so let; the Common Council reserving the right to reject any and all bids.

A Performance and Payment Bond for the full amount of the contract by a surety company authorized to do business in the State of Minnesota will be required with the contract. (Personal bonds will not be accepted.)

All proposals must be addressed to the City Clerk, City of Rochester, 201 4th St. SE, Room 135, Rochester, Minnesota 55904-3742 and shall have endorsed thereon:

State No.

159-109-025

City No 6303-2-13,

J7287

Concrete Pavement Rehabilitation 3rd Ave SE from 4th St SE to 12th St SE

State No.

159-110-011

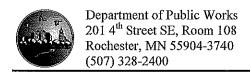
City No 6311-1-13,

J7289

Concrete Pavement Rehabilitation 11th Ave NE from 7th St NE to 14th St NE

Dated at Rochester, Minnesota this 21st day of July. 2014.

AARON S. REEVES, ICMA-CM, City Clerk



### NOTICE TO ALL BIDDERS -- TO REPORT BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above tollfree "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

NOTICE TO BIDDERS - SUSPENSIONS / DEBARMENTS

July 15, 2014 Page 1 of 2

### **DEPARTMENT OF TRANSPORTATION**

### NOTICE OF SUSPENSION

NOTICE IS HEREBY GIVEN that MnDOT currently has no vendors on its suspension list

# **NOTICE OF DEBARMENT**

**NOTICE IS HEREBY GIVEN** that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective May 6, 2013 until May 6, 2016:

- · Gary Francis Bauerly and his affiliates, Rice, MN
- Gary Bauerly, LLC and its affiliates, Rice, MN
- Watab Hauling Co. and its affiliates, Rice, MN

Minnesota Statute section 161.315 prohibits the Commissioner, counties, towns, or home rule or statutory cities from awarding or approving the award of a contract for goods or services to a person who is suspended or debarred, including

- 1) any contract under which a debarred or suspended person will serve as a subcontractor or material supplier,
- 2) any business or affiliate which the debarred or suspended person exercises substantial influence or control, and
- 3) any business or entity, which is sold or transferred by a debarred person to a relative or any other party over whose actions the debarred person exercises substantial influence or control, remains ineligible during the duration of the seller's or transfer's debarment.



July 15, 2014 Page 2 of 2

### **DEPARTMENT OF ADMINISTRATION**

As of the date of this notice and in accordance with Minnesota Rules 1230.1150, the Minnesota Department of Administration has debarred and disqualified the following persons and businesses from entering into or receiving a State of Minnesota contract.

NAME	DATE OF SUSPENSION
MG Carlson Construction Company, Inc.	March 5, 2014 through Sept. 5, 2014
701 East First Street	
Fort Worth, TX 76102-3276	
TAC Construction Solutions, Inc.	Feb. 18, 2014 through Aug. 18, 2014
31767 Deacons Way	
Pequot Lakes, MN 56472	
NAME	DATE OF DEBARMENT
Best Used Trucks of Minnesota, Inc.	Nov. 20, 2012 through Nov. 20, 2015
635 Marin Ave. Crookston, MN 56716	(eligible for reinstatement on Nov. 20, 2016)
Bull Dog Leasing, Inc.	Aug. 30, 2011 through Aug. 30, 2014
7854 Danner Court	(eligible for reinstatement on Aug. 30, 2015)
Inver Grove Heights, MN 55076	
DCP Forestry	May 17, 2012 through May 17, 2013
500 Eisenhower St. #110	(eligible for reinstatement on May 18, 2014)
Sandstone, MN 55072	
Danner Family Ltd. Ptnship.	Aug. 30, 2011 through Aug. 30, 2014
843 Hardman Ave. S. S. St. Paul, MN 55075	(eligible for reinstatement on Aug. 30, 2015)
Danner, Inc.	Aug. 30, 2011 through Aug. 30, 2014
843 Hardman Ave. S. S. St. Paul, MN 55075	(eligible for reinstatement on Aug. 30, 2015)
Ell-Z Trucking, Inc.	Aug. 30, 2011 through Aug. 30, 2014
843 Hardman Ave. S. St. Paul, MN 55075	(eligible for reinstatement on Aug. 30, 2015)
Franklin Drywall, Inc.	March 25, 2011 through March 25, 2014
43279 Fieldsview Crt. Leesburg, VA 20176	(eligible for reinstatement on March 25, 2015)
Master Drywall, Inc.	March 25, 2011 through March 25, 2014
43279 Fieldsview Crt. Leesburg, VA 20176	(eligible for reinstatement on March 25, 2015)
Watab Hauling Co.	Jan. 14, 2013 through Jan. 14, 2016
Gary Francis Bauerly	(eligible for reinstatement on Jan. 14, 2017)
9695 Deerwood Rd. NE Rice, MN 56367	

Minnesota Administrative Rule part 1230.1150, subpart 6 requires the Materials Management Division to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three (3) years following the end of a suspension or debarment. Refer to the following website for the master list: <a href="http://www.mmd.admin.state.mn.us/debarredreport.asp">http://www.mmd.admin.state.mn.us/debarredreport.asp</a>.

If the project is financed in whole or in part with federal funds, refer to the following website for vendors debarred by federal government agencies: <a href="http://sam.gov">http://sam.gov</a>.

# STATE FUNDED CONSTRUCTION CONTRACTS SPECIAL PROVISIONS DIVISION A - LABOR

June 3, 2013

### I. PREAMBLE

It is in the public interest that public buildings and other public works projects be constructed and maintained by the best means and the highest quality of labor reasonably available and that persons working on public works projects be compensated according to the real value of the services they perform.

This contract is subject to the Minnesota Prevailing Wage Act<sup>2</sup>, Rules<sup>3</sup>, Wage Decisions, and Truck Rental Rate Schedules established by the Minnesota Department of Labor and Industry (MnDL1). All contractors and subcontractors must pay each laborer and mechanic the established total prevailing wage rate for the actual work performed under this contract. Failure to comply may result in civil or criminal penalties and may compel the Minnesota Department of Transportation (MnDOT) to take such actions as prescribed in section: XVI (NON-COMPLIANCE AND ENFORCEMENT).

Upon MnDOT's request, the prime contractor must promptly furnish copies of payroll records for its workers and those of all subcontractors, along with other records, documents or agreements deemed appropriate by agency to determine compliance with these contract provisions.4

Questions related to the Special Provisions Division A can be directed to the MnDOT Labor Compliance Unit (LCU) by calling (651) 366-4209 or by visiting its website at: <a href="www.dot.state.mn.us/const/labor">www.dot.state.mn.us/const/labor</a>.

### II. DEFINITIONS

Terms utilized in the Special Provisions Division A are defined in MnDOT's Standard Specifications for Construction<sup>5</sup>, unless defined below

- A. <u>Contract:</u> The term "contractor" in these provisions shall include the prime contractor, subcontractor, agent, or other person doing or contracting to do all or part of the work under this contract.<sup>6</sup>
- B. <u>Employer:</u> An individual, partnership, association, corporation, business trust, or other business entity that hires a laborer, worker, or mechanic.<sup>7</sup>
- C. <u>First Tier</u> Subcontractor: An individual, firm, corporation, or other entity to which the prime contractor sublets part of the contract.
- D. <u>Independent Truck Owner/Operator (ITO)</u>: An individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project.<sup>8</sup>
- E. <u>Laborer or Mechanic:</u> A worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.<sup>9</sup>
- F. <u>Prime Contractor:</u> The individual, firm, corporation, or other entity contracting for and undertaking prosecution of the prescribed work; the party of the second part to the contract, acting directly or through a duly authorized representative.

<sup>1</sup> Minnesota Statute 177.41

<sup>&</sup>lt;sup>2</sup> Minnesota Statute 177.41 to 177.44

<sup>3</sup> Minnesota Rules 5200.1000 to 5200.1120

<sup>&</sup>lt;sup>4</sup>Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

<sup>5</sup> MN/DOT Standard Specifications for Construction, Section 1103

<sup>6</sup> Minnesota Statute 177.44, Subdivision 1

<sup>7</sup> Minnesota Statute 177.42, Subdivision 7

<sup>8</sup> Minnesota Rules 5200.1106, Subpart 7(A)

<sup>9</sup> Minnesota Rules 5200.1106, Subpart 5(A)

- G. <u>Second Tier Subcontractor:</u> An individual, firm, corporation, or other entity to which a first tier subcontractor sublets part of the contract.
- H. <u>Substantially In Place:</u> Mineral aggregate is deposited on the project site directly or through spreaders where it can be spread from or compacted at the location where it was deposited.<sup>10</sup>
- I. <u>Trucking Broker:</u> An individual or business entity, the activities of which include, but are not limited to: contracting to provide trucking services in the construction industry to users of such services, contracting to obtain such services from providers of trucking services, dispatching the providers of the services to do work as required by the users of the services, receiving payment from the users in consideration of the trucking services provided, and making payment to the providers for the services.
- J. Trucking Firm/Multiple Truck Owner (MTO): Any business entity that owns more than one vehicle and hires the vehicles out for services to brokers or contractors on public works projects. 12

### III. SCOPE - SPECIAL PROVISIONS DIVISION A & CONTRACT

- A. These provisions shall apply to the prime contractor, all subcontractors, or agents contracting to do all or part of the work under this contract.<sup>13</sup>
- B. The prime contractor is required to ensure that all lower tier subcontractors receive with their written subcontracts, agreements and/or purchase orders a copy of the contract labor provisions (Special Provision Division A), the contract wage decision(s), and truck rental rate decision(s)
- C. An unpublished decision from the Minnesota Court of Appeals affirms the authority of the Minnesota Commissioner of Transportation to enforce the Minnesota Prevailing Wage Law on a case-by-case basis without prior notification.<sup>14</sup>

### IV. PAYROLLS AND STATEMENTS

- A. The prime contractor must submit its payroll statements, along with those of its subcontractors to MnDOT.<sup>15</sup> The payroll statements include a payroll report and a statement of compliance.16 The statements shall be submitted within fourteen (14) calendar days after the end of each contractor's pay period.<sup>17</sup> All contractors shall pay its employees at least once every fourteen (14) calendar days.<sup>18</sup>
- B. Payroll Report: the report may be submitted in any manner and must include all the information contained in **Subpart A (1 11)** of this section. However, contractors needing a payroll form may utilize the **MnDOT Payroll Form**, which is made available on the MnDOT LCU website. <sup>19</sup> Each payroll report must include all workers that performed work as a laborer or mechanic under this contract and provide at minimum the following information:
  - 1. Contractor's name, address, and telephone number.
  - 2. State project number.
  - 3. Payroll report number.
  - 4. Project location.
  - 5. Workweek ending date.
  - 6. each employee's name, home address, and full (or last four digits of) social security number;

<sup>10</sup> Minnesota Rules 5200.1106, Subpart 5(C)

<sup>11</sup> Minnesota Rules 5200.1106, Subpart 7(C)

<sup>12</sup> Minnesota Rules 5200.1106, Subpart 7(B)

<sup>13</sup> Minnesota Statute 177.44, Subdivision 1

<sup>14</sup> See International Union of Operating Eng'rs, Local 49 v. MnDOT, No. C6-97-1582, 1998 WL 74281, at \*2 (Minn. App. Feb. 24, 1998).

<sup>15</sup> Minnesota Statute 177.44, Subdivision 7

<sup>16</sup> Minnesota Rules 5200.1106, Subpart 10

<sup>17</sup> Minnesota Statute 177.30, (a) (4)

<sup>18</sup> Minnesota Statute 177.30 (a) (4)

<sup>19</sup> www.dot.state.mn.us/const/labor/forms.html

- 7. labor classification(s) titles and optional three-digit code for each employee.
- 8. hourly straight time and overtime wage rates paid to each employee;
- daily and weekly hours worked in each classification, including overtime hours for each employee.
- 10. authorized legal deductions for each employee; ande.
- 11. project gross amount, weekly gross amount, and net wages paid to each employee. <sup>20</sup>

C.

- D. Statement of Compliance: the payroll report must be accompanied with a completed and signed MN/DOT, 21658 Statement of Compliance Form, identifying any fringe contributions made on behalf of each worker.<sup>21</sup> The prime contractor is required to review the information submitted by each subcontractor and sign the Statement of Compliance Form.
- E. The prime contractor is responsible for assuring that its payroll reports, and those of each subcontractor, include all workers that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay, and classifications of work performed.<sup>22</sup>
- F. The prime contractor is responsible for maintaining all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retaining all records for a period of three (3) years after the final contract voucher has been issued.<sup>23</sup> All contractors are responsible for maintaining their supporting employment records relating to this contract for a minimum period of three (3) years after the final contract payment has been made; other laws may have longer retention requirements
- G. At the end of each pay period, each contractor shall provide every employee, in writing or by electronic means, an accurate, detailed earnings statement.<sup>24</sup>
- H. If, after written notice, the prime contractor fails to submit its payroll reports and certification forms, or its subcontractors fail to submit same, MnDOT may implement the actions prescribed in section XVI (NON-COMPLIANCE AND ENFORCEMENT).

### V. WAGE RATES

- A. The prime contractor is responsible to ensure that its workers and those of all subcontractors are compensated according to the state prevailing wage determinations included and/or incorporated into this contract. All contractors shall pay each worker the required minimum total hourly wage rate for all hours worked on the project at the appropriate classification(s) of labor for the work performed by the worker.
  - State highway and heavy wage determinations are issued for ten separate regions throughout the state of Minnesota. If the contract work is located in more than one region, the applicable wage decision for each region shall be incorporated into this contract. If the contract contains multiple state highway and heavy wage determinations, there shall be only one standard of hours of labor and wage rate for each classification of labor. 25
  - 2. State commercial wage determinations are issued for each county throughout the state of Minnesota. If the contract work is located in more than one county, the applicable wage determination for each county shall be incorporated into this contract. If the contract contains multiple commercial wage determinations, each determination applies to the classification(s) of work performed in the county for which it was issued

<sup>20</sup> Minnesota Rules 5200.1106, Subpart 10 and Minnesota Statute 177.30

<sup>21</sup> Minnesota Rules 5200.1106, Subpart 10

<sup>22</sup> Minnesota Statute 177.30(1)(2)(3)(4)

<sup>23</sup> Minnesota Statute 177.30 (a) (5)

<sup>24</sup> Minnesota Statute 181.032

<sup>25</sup> Minnesota Statute 177.44, Subdivision 4

Rev. Rev. 6/3/13

- B. Wage rates listed in the state wage determination(s) contain two components: the hourly basic rate and the fringe rate. The hourly basic rate plus the fringe rate equal the total prevailing wage rate. A contractor shall compensate workers a combination of cash and fringe benefits equaling, at minimum, the total prevailing wage rate.<sup>26</sup>
- C. The certified wage decision(s) incorporated into the contract remains in effect for the duration of this contract unless replaced by the Department through an addendum or supplemental agreement. No increase in the contract price shall be allowed or authorized due to wage rates that exceed those incorporated into this contract..
- D. From the time a worker is required to report for duty at the project site until the worker is allowed to leave the site, no deductions shall be made from the worker's hours for any delays of less than twenty consecutive minutes.<sup>27</sup>
- E. In situations where a delay may exceed twenty (20) consecutive minutes and the contractor requires a worker to remain on the premises, or so close to the premises that the worker cannot use the time effectively for the worker's own purposes, the worker is considered "on-call" and shall be compensated in accordance with **Subpart B** of this section, unless the worker is completely relieved of duty and free to leave the premises for a definite period of time.<sup>29</sup>
- F. A contractor making payment to an employee, laborer, mechanic, or worker may not accept a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.<sup>30</sup>.
- G. Deductions from the total prevailing wage rate, whether direct or indirect, shall not be allowed for the following
- H. Any employee who knowingly permits a contractor to pay less than the total prevailing wage or gives up any part of the compensation to which the employee is entitled may be subject to penalties.<sup>31</sup>
  - 1. purchase or rental of uniforms or non-home maintenance of uniforms;
  - 2. consumable supplies, which means materials required to perform duties of employment and are used during the course of employment;
  - 3. travel expenses, which means receipted out-of-pocket expenses for transportation, meals and lodging, or an agreed upon allowance, whichever is greater; or
  - 4. other items as established in Minn. Rules 5200.0090. 31

### VI. BONA FIDE FRINGE BENEFITS

- A. A contractor that does not provide fringe benefits to its employees shall compensate each worker the total prevailing wage rate for the classification of work performed
- B. A "funded" fringe benefit plan is one that allows the contractor to make irrevocable contributions on behalf of an employee to a financially responsible trustee, third person, fund, plan, or program without prior approval from the U.S. Department of Labor. Types of "funded" fringe benefits may include, but are not limited to: pension, health insurance, and life insurance.<sup>32</sup>
- C. An "unfunded" fringe benefit plan or program is one that allows the contractor to furnish an in-house benefit on behalf of an employee. The cost to provide the benefit is funded from the contractor's general assets rather than contributions made to a trustee, third person, fund, plan, or program. Types of "unfunded" fringe benefits may include, but are not limited to: holiday, vacation, and sick plans.<sup>33</sup>

<sup>26</sup> Minnesota Statute 177.42, Subdivision 6 and 177.44, Subdivision 1

<sup>27</sup> Minnesota Rules 5200.0120, Subpart 1

<sup>28</sup> Minnesota Rules 5200,0120, Subpart 2

<sup>29</sup> Minnesota Rules 5200.0120, Subpart 3

<sup>30</sup> Minnesota Rules 5200,1106, Subpart 6

<sup>31</sup> Minnesota Rules 5200.0090

<sup>32 29</sup> CFR Parts 5.26 and 5.27

<sup>33 29</sup> CFR Part 5.28

- D. Allowable credit toward the total prevailing wage rate shall be determined for each individual employee based on all hours worked (government and non-government) for bona fide fringe benefits that:<sup>34</sup>
  - 1. are contributions irrevocably made by a contractor on behalf of an employee to a financially responsible trustee, third person, fund, plan, or program;
  - 2. are legally enforceable;
  - 3. have been communicated in writing to the employee; and
  - 4. are made available to the employee once all eligibility requirements are met.
- E. No credit shall be allowed for benefits required by federal, state or local law, such as but not limited to: worker's compensation, unemployment compensation, and social security contributions.<sup>35</sup>
- F. A contractor that is obligated to deposit fringe benefit contributions on behalf of its employees into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions is guilty of a gross misdemeanor36 or other violations under federal law. A contractor found in violation shall compel MnDOT to take such actions as prescribed in section XVI (NON-COMPLIANCE AND ENFORCEMENT).

### VII. OVERTIME

- A. A contractor shall not permit or require a worker to work longer than the prevailing hours of labor unless the worker is paid for all hours in excess of the prevailing hours at a rate of at least one and a half (1 ½) times the hourly basic rate of pay. <sup>37</sup> The prevailing hours of labor is defined as not more than 8 hours per day or more than 40 hours per week. <sup>38</sup>
- B. To calculate the worker's minimum overtime hourly rate: (1) multiply the contract classification's hourly basic rate by 1.5, then (2) add the contract fringe rate, and finally (3) subtract the worker's bona fide hourly fringe benefit costs incurred by the Contractor.
- C. Contractors subject to the Federal Fair Labor Standards Act may be subject to additional overtime compensation requirements.

### VIII. LABOR CLASSIFICATIONS

- A. All contractors must refer to the state wage determinations incorporated into the contract to obtain an applicable job classification.
- B. All contractors must refer to the Minnesota Rules to determine an appropriate classification of labor based on the tasks performed by a worker on the project.<sup>39</sup> If a contractor cannot determine an appropriate job classification, state law requires that the employer assign the worker to a job classification that is the "same or most similar".<sup>40</sup>
- C. Contractors needing assistance in determining a classification of labor must contact the MnDOT LCU for instructions. Determinations and/or disputes concerning the assignment of labor classifications or wage rates fall under MnDLI's statutory authority.

### IX. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS AND FOREMAN

A. An independent contractor performing work as a laborer or mechanic is subject to the contract prevailing wage requirements<sup>41</sup> for the classification of work performed and shall adhere to the

<sup>34</sup> Minnesota Statute 177.42, Subdivision 6

<sup>35</sup> Minnesota Statute 177.42, Subdivision 6

<sup>36</sup> Minnesota Statute 181.74, Subdivision 1

<sup>37</sup> Minnesota Statute 177.44, Subdivision 1

<sup>38</sup> Minnesota Statute 177.42, Subdivision 4

<sup>39</sup> Minnesota Rules 5200,1101 and 5200,1102

<sup>40</sup> Minnesota Statute 177.44, Subdivision 1

<sup>41 29</sup> CFR Part 5.2(o) and Minnesota Statute 177.41

requirements established in sections IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS).

B. Pursuant to state regulations, owners, supervisors, and foreman performing the work of a laborer or mechanic<sup>42</sup> under the contract<sup>43</sup> are considered workers and shall be compensated in accordance with section V (WAGE RATES). Furthermore, the prime contractor and any subcontractor shall adhere to the requirements established in sections IV (PAYROLLS AND STATEMENTS); VI (FRINGE BENEFITS); VII (OVERTIME); and VIII (LABOR CLASSIFICATIONS).

### X. APPRENTICES, TRAINEES AND HELPERS

- A. An apprentice is not subject to the state wage decision(s) incorporated into the contract, provided the contractor can demonstrate compliance with the following:<sup>44</sup>
  - 1. The apprentice is performing the work of his/her trade.
  - 2. The apprentice is registered with the U.S. DOL Bureau of Apprenticeship and Training or MnDLI Division of Voluntary Apprenticeship.
  - 3. The apprentice is compensated according to the rate specified in the program for the level of progress.
  - 4. The employer's ratio of apprentices to journeyman workers on the project is not greater than the ratio permitted for the employer's entire work force under the registered program. 45
- B. If a contractor fails to demonstrate compliance with the terms established in **Subpart A (1 4)** of this section, the contractor shall compensate the worker not less than the applicable total prevailing wage rate for the actual classification of labor performed.  $^{46}$
- C. A trainee or helper is not exempt under state law; the contractor shall assign the trainee or helper a job classification that is the "same or most similar" and compensate the trainee or helper for the actual work performed regardless of the trainee's or helper's skill level..

### XI. SUBCONTRACTING PART OF THIS CONTRACT

A. The prime contractor shall execute a written subcontract with each first tier subcontractor performing work under this contract that includes the Special Provisions Division A - LABOR, contract wage determinations, and truck rental rate decisions. First tier subcontractors acquiring the services of a second tier subcontractor are subject to the same requirements.

### XII. POSTER BOARDS

- A. The prime contractor must construct and display a poster board, which contains all required posters, is complete, accurate, legible, and accessible to all project workers from the first day of work until the project is one hundred percent (100%) complete. Placement of a poster board at an off-site location does not satisfy this requirement.
- B. The prime contractor can obtain the required posters by visiting the MnDOT LCU website. The prime contractor will need to furnish its name, mailing address, the type of posters (i.e., state-aid), and the quantity needed.
- C. Refer to the poster board section of the MnDOT LCU website to obtain applicable contact information for each poster.

<sup>42</sup> Minnesota Rules 5200.1106, Subpart 5A

<sup>43</sup> Minnesota Statute 177.44, Subdivision 1

<sup>44</sup> Minnesota Rules 5200.1070

<sup>45</sup> MnDLI Division of Apprenticeship - April 6, 1995 Memorandum from Jerry Briggs, Director

<sup>46</sup> Minnesota Rules 5200.1070, Subpart 3

<sup>47</sup> Minnesota Statute 177.44, Subdivision 1

<sup>48</sup> Minnesota Statute 177.44, Subdivision 5

### XIII. EMPLOYEE INTERVIEWS

At any time, the prime contractor shall permit representatives from MnDLI or MnDOT to interview its workers, and those of any subcontractor, during working hours on the project. 49

### XIV. TRUCKING / OFF-SITE FACILITIES

- A. The prime contractor shall assume responsibility for ensuring its workers, and those of all subcontractors, are compensated in accordance with the state wage determination(s) incorporated into this contract for the following work:
  - 1. processing or manufacturing of material, including the hauling of material to and from a prime contractor's material operation that is not a separately held commercial establishment;<sup>50</sup>
  - 2. processing or manufacturing of material, including the hauling of material to and from an off-site material operation that is not considered a commercial establishment;<sup>51</sup>
  - 3. hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the truck leaves the work site at some point;<sup>52</sup>
  - 4. delivery of materials from a non-commercial establishment to the project and the return haul;<sup>53</sup>
  - 5. delivery of materials from another construction project site to the public works project and the return haul, either empty or loaded. Construction projects are not considered commercial establishments:<sup>54</sup>
  - 6. hauling required to remove materials from the project to a location off the project site and the return haul, either empty or loaded from other than a commercial establishment; 55 and
  - 7. delivery of mineral aggregate materials from a commercial establishment, which is deposited "substantially in place", and the return haul either empty or loaded. 56
- B. The work duties prescribed in **Subpart A** (1 7) of this section do not represent all possible hauling activities and/or other work duties that may be performed under this contract. It is the responsibility of the prime contractor and all subcontractors to be informed about all applicable job duties that may be subject to the contract labor provisions.
- C. A contractor acquiring trucking services from an ITO, MTO, and/or Truck Broker to perform and/or provide "covered" hauling activities shall comply with the payment of the certified state truck rental rates.<sup>57</sup>
- D. Truck hires must be paid the truck rental rate for time spent repairing or maintaining equipment; and for waiting to load or unload (so long as the wait, repair or maintenance, is attributable to the fault of the broker, contractor, or agent and/or employees thereof). 58
- E. Prime contractors and subcontractors shall submit, for each month where hauling activities were performed under this contract, a MnDOT, TP-90550 Month-End Trucking Report and MN/DOT, TP-90551 Month-end Trucking Statement of Compliance Form, along with each ITOs, MTOs and/or Truck Brokers reports to MnDOT. The specifications regarding the dates for submission can be found near the bottom of the MN/DOT, TP-90551 Statement of Compliance Form.

<sup>49</sup> MN/DOT Standard Specifications for Construction, Section 1511

<sup>50</sup> ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2

<sup>51</sup> Minnesota Rules 5200.1106, Subpart 3B(2)

<sup>52</sup> Minnesota Rules 5200.1106, Subpart 3B(1)

<sup>53</sup> Minnesota Rules 5200.1106, Subpart 3B(2)

<sup>54</sup> Minnesota Rules 5200.1106, Subpart 3B(3)

<sup>55</sup> Minnesota Rules 5200.1106, Subpart 3B(4)

<sup>56</sup> Minnesota Rules 5200.1106, Subpart 3B(5)(6)

<sup>57</sup> Minnesota Rules 5200.1106, Subpart 1

<sup>58</sup> Minnesota Rules 5200.1106, Subpart 8(A)(1)

<sup>59</sup> Minnesota Rules 5200.1106, Subpart 10

- F. A truck broker contracting to provide trucking services directly to a prime contractor or subcontractor is allowed to assess a, broker fee. <sup>60</sup> No other lower tier broker fees against the truck rental rate will be permitted. In addition, the prime contractor and any subcontractor contracting to receive trucking services must, at a minimum, pay the full contract truck rental rate.
- G. A contractor may not accept a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid to a hired Independent Truck Owner/Operator (ITO) or Multiple Truck Owner (MTO).<sup>61</sup>
- H. A contractor with employee truck drivers shall adhere to the requirements established in sections IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME); and VIII (LABOR CLASSIFICATIONS).
- If, after written notice, the prime contractor fails to submit its month-end trucking reports and certification forms and those of any subcontractor, MTO and/or Truck Broker, MnDOT may take such actions as prescribed in section XVI (NON-COMPLIANCE AND ENFORCEMENT).

#### XV. CHILD LABOR

- A. Except as permitted under **Subpart B** of this section, no worker under the age of 18 is allowed to perform work on construction projects. 62
- B. In accordance with state law, a worker under the age of 18, employed in a corporation totally owned by one or both parents that is supervised by the parent(s), may perform work on construction projects. <sup>63</sup> However, if this contractor is subject to the federal Fair Labor Standards Act, a worker under the age of 18 is not allowed to perform work in a hazardous occupation. <sup>64</sup>
- C. The project engineer may remove a worker that appears to be under the age of 18 from the construction project until the contractor or worker can demonstrate proof of age<sup>65</sup> and compliance with all applicable federal and state regulations.<sup>66</sup>

### XVI. NON-COMPLIANCE AND ENFORCEMENT

- A. The prime contractor shall be liable for any unpaid wages to its workers or those of any subcontractor, agent, ITO, MTO, and/or Truck Broker.<sup>67</sup>
- B. If it is determined that a contractor has violated the state prevailing wage law, or any portion of this contract, MnDOT may, after written notice, implement one or more of the following:
  - 1. withhold or cause to be withheld from the prime contractor such amounts in considerations of charges or assessments against the prime contractor, whether arising from this contract or other contract with MnDOT;<sup>68</sup>
  - 2. reject a bid from a prime contractor that has demonstrated continued or persistent noncompliance with the prevailing wage law on previous or current contracts with MnDOT;
  - 3. take the prosecution of the work out of the hands of the prime contractor, place the contractor in default and terminate the contractor for failure to demonstrate compliance with these provisions;<sup>69</sup>
  - 4. refer the matter to the Minnesota Department of Administration for suspension or debarment proceedings; 70 and/or

<sup>60</sup> Minnesota Rules 5200.1106, Subpart 7(C)

<sup>61</sup> Minnesota Rules 5200.1106, Subpart 6

<sup>62</sup> Minnesota Rules 5200.0910, Subpart F

<sup>63</sup> Minnesota Rules 5200.0930, Subpart 4

<sup>6429</sup> CFR Part 570.2(a)(ii)

<sup>65</sup> Minnesota Statute 181A.06, Subdivision 4

<sup>66</sup> MN/DOT Standard Specifications for Construction, Section 1701

<sup>67</sup> MN/DOT Standard Specifications for Construction, Section 1801

<sup>68</sup> MN/DOT Standard Specifications for Construction, Section 1906

<sup>69</sup> MN/DOT Standard Specifications for Construction, Section 1808

- 5. consider referring violations to the appropriate local County Attorney for prosecution.71
- C. Any contractor who violates the state prevailing wage law is guilty of a misdemeanor and may be fined not more than \$300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense. 72
- D. A contractor may be fined up to \$1,000 for each failure to maintain records.<sup>73</sup>
- E. All required documents and certification reports are legal documents; willful falsification of the documents may result in civil action and/or criminal prosecution 74 and may be grounds for debarment proceedings. 75
- F. For contracts subject to Minnesota Statutes section 177.43, the Commissioner of MnDLI may issue compliance orders for willful violation of the section. If the employer is found to have committed a violation, liquidated damages and other costs may be assessed against the employer.
- G. An employee may pursue a civil action in district court against its employer for failure to comply with the proper payment of wages. <sup>76</sup> If the employer is found to have committed a violation, liquidated damages and other costs may be assessed against the employer. <sup>77</sup>

<sup>70</sup> Minnesota Rules 1230.1150, Subpart 2(A)(4)

<sup>71</sup> Minnesota Statute 177.44, Subdivision 7

<sup>72</sup> Minnesota Statute 177.44, Subdivision 6

<sup>73</sup> Minnesota Statute 177.30(b)

<sup>74</sup> Minnesota Statutes 16B, 161.315 - Subdivision 2, 177.32 - Subdivision 1(4), 177.43 - Subdivision 5, 177.44 - Subdivision 6, 609.63

<sup>75</sup> Minnesota Statute 161.315 and Minnesota Statute 609.63

<sup>76</sup> Minnesota Statute 177.27, Subdivision 8

<sup>77</sup> Minnesota Statute 177.27, Subdivision 10

# NOTICE TO BIDDERS (PROMPT PAYMENT TO SUBCONTRACTORS)

Minnesota Statutes that require prompt payment to subcontractors:

471.425 Prompt payment of local government bills.

Subd. 1. Definitions. For the purposes of this section, the following terms have the meanings here given them.

(d) "Municipality" means any home rule charter or statutory city, county, town, school district, political subdivision or agency of local government. "Municipality" means the metropolitan council or any board or agency created under chapter 473.

Subd. 4a. Prompt payment to subcontractors.

Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

HIST: 1985 c 136 s 5; 1995 c 31 s 1

### PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION

# MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS

# $\overline{\mathbb{V}}$ THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 06

Counties within region:

- DODGE-20
- FILLMORE-23
- FREEBORN-24
- GOODHUE-25
- HOUSTON-28
- MOWER-50
- OLMSTED-55
- RICE-66
- STEELE-74
- WABASHA-79
- WINONA-85

Effective: 2013-10-28 Revised: 2013-12-06

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

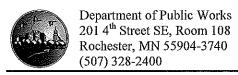
All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Transportation Office of Construction Transportation Building MS650 John Ireland Blvd St. Paul, MN 55155 (651) 366-4209

Refer questions concerning the prevailing wage rates to:

Department of Labor and Industry Prevailing Wage Section 443 Lafayette Road N St Paul, MN 55155 (651) 284-5091 DLI.PrevWage@state.mn.us



LABOR CODE AND CLASS	EFFECT DATE BAS	SIC RATE FRIM	IGE RATE TOT	AL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101 LABORER, COMMON (GENERAL LABOR WORK)	2013-10-28	23.57	14.72	38.29	
	2014-05-01	24.07	15.20	39.27	
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2013-10-28	23.57	14.72	38.29	
	2014-05-01	24.07	15.20	39.27	
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2013-10-28	16.00	0.00	16.00	
104 FLAG PERSON	2013-10-28	23.57	14.72	38.29	
	2014-05-01	24.07	15.20	39.27	
105 WATCH PERSON	FOR RATE CALL 65 <sup>2</sup> DLI.PREVWAGE@S		EMAIL		
106 BLASTER	2013-10-28	26.57	14.72	41.29	
	2014-05-01	27.07	15.20	42.27	
107 PIPELAYER (WATER, SEWER AND GAS)	2013-10-28	25.57	14.72	40.29	
	2014-05-01	26.07	15.20	41.27	
108 TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US				
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2013-10-28	24.27	14.72	38.99	
	2014-05-01	24.77	15.20	39.97	
110 SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR	2013-10-28	26.50	15.15	41.65	

			0 041)	
POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.				
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2013-10-28	23.57	14.72	38.29
	2014-05-01	24.07	15.20	39.27
112 QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2013-10-28	15.80	4.03	19.83
SPECIAL EQUIPMENT (201 - 204)				
201 ARTICULATED HAULER	2013-10-28	28.81	16.70	45.51
	2014-05-01	29.21	17.20	46.41
202 BOOM TRUCK	2013-10-28	28.81	16.70	45,51
	2014-05-01	29.21	17.20	46.41
203 LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSITTRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2013-10-28	25.00	0.00	25.00
204 OFF-ROAD TRUCK	2013-10-28	28.81	16.70	45.51
	2014-05-01	29.21	17.20	46.41
205 PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2013-10-28	26.29	15.11	41.40
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR				

GROUP 2	2013-10-28	29.56	16.70	46.26
	2014-05-01	29.96	17.20	47.16

- 302 HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)
- 303 CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)
- 304 ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)
- 305 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
- 306 GRADER OR MOTOR PATROL
- 307 PILE DRIVING (HIGHWAY AND HEAVY ONLY)
- 308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)

GROUP 3	2013-10-28	29.11	16.70	45.81
	2014-05-01	29.51	17.20	46.71

- 309 ASPHALT BITUMINOUS STABILIZER PLANT
- 310 CABLEWAY
- 311 CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)
- 312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)
- 313 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
- 314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER
- 315 FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
- 316 LOCOMOTIVE CRANE OPERATOR
- 317 MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE
- 318 MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)
- 319 TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)
- 320 TANDEM SCRAPER
- 321 TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)
- 322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)

GROUP 4	2013-10-28	28.81	16.70	45.51
	2014-05-01	29.21	17.20	46.41

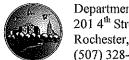
- 323 AIR TRACK ROCK DRILL
- 324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)
- 325 BACKFILLER OPERATOR
- 326 CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)
- 327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)
- 328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
- 329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS
- 330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
- 331 CHIP HARVESTER AND TREE CUTTER
- 332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
- 333 CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)
- 334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)
- 335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT
- 336 CURB MACHINE
- 337 DIRECTIONAL BORING MACHINE
- 338 DOPE MACHINE (PIPELINE)
- 339 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)
- 340 DUAL TRACTOR
- 341 ELEVATING GRADER
- 342 FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)
- 343 FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)
- 344 FRONT END, SKID STEER OVER 1 TO 5 C YD
- 345 GPS REMOTE OPERATING OF EQUIPMENT
- 346 HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)
- 347 HYDRAULIC TREE PLANTER
- 348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)
- 349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
- 350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE
- 351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)
- 352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
- 353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)
- 354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
- 355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)

- 356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
- 357 PUGMILL
- 358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)
- 359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
- 360 SCRAPER
- 361 SELF-PROPELLED SOIL STABILIZER
- 362 SLIP FORM (POWER DRIVEN) (PAVING)
- 363 TIE TAMPER AND BALLAST MACHINE
- 364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)
- 365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)
- 366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)
- 367 TUB GRINDER, MORBARK, OR SIMILAR TYPE
- 368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)

GROUP 5	2013-10-28	26.24	16.70	42.94
	2014-05-01	26.64	17.20	43.84

- 369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)
- 370 BITUMINOUS ROLLER (UNDER EIGHT TONS)
- 371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)
- 372 FORM TRENCH DIGGER (POWER)
- 373 FRONT END, SKID STEER UP TO 1C YD
- 374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)
- 375 HYDRAULIC LOG SPLITTER
- 376 LOADER (BARBER GREENE OR SIMILAR TYPE)
- 377 POST HOLE DRIVING MACHINE/POST HOLE AUGER
- 378 POWER ACTUATED AUGER AND BORING MACHINE
- 379 POWER ACTUATED JACK
- 380 PUMP (HIGHWAY AND HEAVY ONLY)
- 381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)
- 382 SHEEP FOOT COMPACTOR WITH BLADE, 200 H.P. AND OVER
- 383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER
- 384 STUMP CHIPPER AND TREE CHIPPER
- 385 TREE FARMER (MACHINE)

GROUP 6	2013-10-28	25.37	16.70	42.07
	2014-05-01	25.77	17.20	42.97
387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PL	JLLING DISK OR ROLLE	R		
388 CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389 DREDGE DECK HAND				
390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY O	NLY)			
391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR W.	ASHING)			
392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)				
393 LEVER PERSON				
394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CF HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)	RUSHERS, AND MILLING	MACHINES, OR	OTHER SIMILA	ıR
395 POWER SWEEPER				
396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION	N, INCLUDING VIBRATIN	G ROLLERS		
397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDS	CAPING			
TRUCK DRIVERS				
GROUP 1	2013-10-28	25.05	14.40	39.45
601 MECHANIC . WELDER				
602 TRACTOR TRAILER DRIVER				
603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION	OF HAND AND POWER	OPERATED WIN	CHES)	
GROUP 2	2013-10-28	24.50	14.40	38.90
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3	2013-10-28	24.40	14.40	38.80
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
GROUP 4	2013-10-28	24.20	14.40	38.60
608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILE	ER)			
609 DUMP PERSON				



Department of Public Works 201 4<sup>th</sup> Street SE, Room 108 Rochester, MN 55904-3740 (507) 328-2400

61	n	GI	₹F	A:	SE	R

611 PILOT CAR DRIVER

612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS

613 TWO AXLE UNIT

614 SLURRY OPERATOR

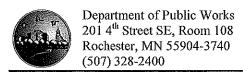
615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)

616 TRACTOR OPERATOR, UNDER 50 H.P.

### SPECIAL CRAFTS

701 HEATING AND FROST INSULATORS	2013-10-28	41.17	19.06	60.23
	2014-06-01	42.07	19.06	61.13
702 BOILERMAKERS	2013-10-28	32.40	25.37	57.77
702 DOILLING WENT	2010-10-20	<b>32.40</b>	25.51	37.77
703 BRICKLAYERS	2013-10-28	32.24	18.63	50.87
704 CARPENTERS	2013-10-28	26.86	17.76	44.62
705 CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651- DLI.PREVWAGE@ST/		AIL	
706 CEMENT MASONS	2013-10-28	35.86	7.90	43.76
707 ELECTRICIANS	2013-10-28	32.64	16.26	48.90
708 ELEVATOR CONSTRUCTORS	FOR RATE CALL 651- DLI.PREVWAGE@ST/	284-5091 OR EM <u>ATE.MN.US</u>	AIL	
700 OLAZIEDO	2042 40 20	30.84	9.50	40.34
709 GLAZIERS	2013-10-28	30.84	9.50	40.34
710 LATHERS	FOR RATE CALL 651- DLI.PREVWAGE@ST/		AIL	
711 GROUND PERSON	2013-10-28	17.61	9.06	26.67

712 IRONWORKERS	2013-10-28	34.15	21.20	55.35
713 LINEMAN	2013-10-28	38.42	15.76	54.18
714 MILLWRIGHT	2013-10-28	25.25	1.17	26.42
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2013-10-28	26.29	14.65	40.94
716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2013-10-28	26.86	17.76	44.62
717 PIPEFITTERS . STEAMFITTERS	2014-05-01	37.86	16.30	54.16
718 PLASTERERS	FOR RATE CALL 651- DLI.PREVWAGE@STA		AIL	
719 PLUMBERS	2013-10-28	31.55 32.80	14.35 14.35	45.90 47.15
720 ROOFER	FOR RATE CALL 651- DLI.PREVWAGE@STA	284-5091 OR EM		
721 SHEET METAL WORKERS	2013-10-28	28.67	18.71	47.38
722 SPRINKLER FITTERS	FOR RATE CALL 651- DLI.PREVWAGE@ST/		AIL	
723 TERRAZZO WORKERS	FOR RATE CALL 651- DLI.PREVWAGE@ST/		AIL	
724 TILE SETTERS	FOR RATE CALL 651- DLI PREVWAGE@ST/		AIL	
725 TILE FINISHERS	FOR RATE CALL 651- DLI.PREVWAGE@ST/		AIL	



726 DRYWALL TAPER	FOR RATE CALL 651- DLI.PREVWAGE@ST/		AIL	
727 WIRING SYSTEM TECHNICIAN	2013-10-28	34.16	12.31	46.47
	2014-07-01	35.24	12.31	47.55
728 WIRING SYSTEMS INSTALLER	2013-10-28	23.91	10.27	34.18
	2014-07-01	24.67	10.27	34.94
729 ASBESTOS ABATEMENT WORKER	2013-10-28	27.53	15.34	42.87
730 SIGN ERECTOR	FOR RATE CALL 651- DLI.PREVWAGE@ST/		AIL	

# DEPARTMENT OF LABOR AND INDUSTRY LABOR STANDARDS UNIT

May 1, 2012

### NOTICE OF CERTIFICATION OF TRUCK RENTAL RATES

# Official Notices =

# Department of Labor and Industry (DLI)

Labor Standards Unit

Notice of Certification of Truck Rental Rates and Effective Date Pursuant to Minnesota Rules, Part 5200.1105

On May 1, 2012, the Commissioner of the Department of Labor and Industry ("DLI") certified the minimum truck rental tales for highway projects in the state's ten highway and heavy construction areas for trucks and drivers operating "four or more axic units, straight body trucks," "three axic units," "tractor only" and "tractor trailers." The certification followed publication of the Notice of Determination of Truck Rental Rates in the State Register on March 12, 2012, and the informal conference held pursuant to Minnesota Rules, part 5200,1105 on April 4, 2012.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference is for DLI to obtain further input regarding the proposed rates before the rates are certified. Approximately 18 individuals attended the informal conference. Many of the attendees voiced strong concerns regarding the inadequacy of the proposed rates. Among the concerns raised was the fact that the proposed rates were based on 2010 costs, including the 2010 price of fuel. Speakers indicated that because of the dramatic increase in the price of diesel in recent months, the published rates were far below the operators' current costs. As stated by some attendees:

"This year, right new yesterday we were paying \$4.10...I know when fuel went up that last time, a lot of us had to eat the cost because there was no way of recoupling it."

Testimony of Colleen Donovan, Transcript of Informal Conference, pp. 13, 14.

Ms. Donavan provided DLI written information that her 2010 average cost for fuel was \$2.99 per gallon.

"And, like the price of fuel, \$4.25, \$4.30. That's what it is down by my place, anyway."

Testimony of Bob Dornsbach, Transcript of Informal Conference, p. 32.

Mr. Bob Domsbach provided DLI written information that in October 2010 his fuel cost was \$3.15 per gallon,

In response to the informal conference Jim Lloyd provided written information that his 2010 fuel cost was close to \$3.00 per gollon and "now is at \$4.00 plus and it does not look like it is going to decrease."

After the informal conference, Tom Barnes provided written information that his fuel costs in March 2010 were \$2,82 per gallon and that his fuel costs for March 2012 were \$4.07 per gallon,

Following the informal conference, DLI staff obtained data from the United States Department of Energy ("DOE") regarding the price of diesel during 2010 as compared to current costs. That data, available at www.eta.doe.gov, show that the average price of diesel during 2010 was \$2.964 per gallon. The average price of diesel during January, February, and March 2012 was \$3.862 per gallon. Consequently, the average price of diesel for the first three months of this year was 30.4% higher than the average cost of diesel during 2010.

The purpose of Minnesota Rules, part 5200,1105, as stated in its Statement of Need and Reasonableness, is to "provide equitable compensation" to independent truck operators. The commissioner finds that in order to carry out the purpose of the rule, it is appropriate to consider the concerns expressed at the informal conference and to use average 2012 diesel costs in computing and certifying 2012 truck rental rates. Specifically, the commissioner finds that the extreme disparity between 2010 and current fuel costs warrants this adjustment in order for truck operators to be equitably compensated. 3

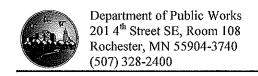
#### (Footadies)

U.S. Energy Information Administration Midwest No. 2 Retail Prices (Dollars per Gallon)

<sup>2</sup> The DLI has historically used input from the informal conferences to establish certified rates. For example, truck rental rates certified in 2009 varied from the proposed rates based on information gathered at the informal conference.

<sup>3</sup> The commissioner notes that the Minnesota Department of Transportation incorporates a fliet adjustment clause in certain of its contracts to accommodate the fluctuating price of fuel. That clause generally provides for the adjustment of contract payments when the cost of field increases or decreases by more than 15% from an indexed rate during the term of the contract. By using 2012 fuel costs in certifying 2012 fruct create traces, the commissioner is not intending to adopt or establish a similar fuel adjustment mechanism. Rather, he is taking this action to effectuate the purpose of Part 5200.1105 in light of the concerns raised at the informal conference and the dramatic increase in the price of diesel between 2010 and effective date of 2012 truck rental rates.

State Register, Monday 30 April 2012 .12 751.



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Construction truck operating costs were initially determined by survey on a statewide basis and were the subject of further input by interested parties attending the informal conference pursuant to Minnesota Rules, part 5200.1105 on April 4, 2012 and further data on fuel prices from the DOE for 2010 and 2012. In light of the discussion above, fuel costs stated in the surveys were adjusted upward by 30.4% to determine statewide operating costs. As a result of this adjustment, the operating cost for "four axle units, straight body trucks" is determined to be \$51.58 per hour; the operating cost for "three axle units" is determined to be \$37.35 per hour; the operating cost for "tractor only" is determined to be \$41.43 per hour; and the operating cost for "tractor trailers" is determined to be \$52.89 per hour.

Adding the prevailing wage for drivers of these four types of trucks from each of the State's ten highway and heavy construction areas to the operating costs, the minimum

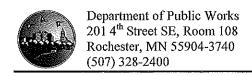
<sup>&</sup>lt;sup>1</sup> U.S. Energy Information Administration Midwest No. 2 Retail Prices (Dollars per Gallon)

<sup>&</sup>lt;sup>2</sup> The DLI has historically used input from the informal conferences to establish certified rates. For example, truck rental rates certified in 2009 varied from the proposed rates based on information gathered at the informal conference.

<sup>&</sup>lt;sup>3</sup> The commissioner notes that the Minnesota Department of Transportation incorporates a fuel adjustment clause in certain of its contracts to accommodate the fluctuating price of fuel. That clause generally provides for the adjustment of contract payments when the cost of fuel increases or decreases by more than 15% from an indexed rate during the term of the contract. By using 2012 fuel costs in certifying 2012 truck rental rates, the commissioner is not intending to adopt or establish a similar fuel adjustment mechanism. Rather, he is taking this action to effectuate the purpose of Part 5200.1105 in light of the concerns raised at the informal conference and the dramatic increase in the price of diesel between 2010 and effective date of 2012 truck rental rates.

hourly truck rental rate for the four types of trucks in each area is certified to be as follows:

Region 1	Effective Date May 1, 2012	3 Axle Units 607 Driver Rate 40.10	Operating Cost 37,35	Truck Rental Rate 77.45
Region 2	May 1, 2012	33.76	37,35	71.11
Region 3	May 1, 2012	25,40	37.35	62.75
Region 4	May 1, 2012	33,76	37.35	71.11
Region 5	May 1, 2012	40.50	37,35	77.85
Region 6	May 1, 2012	38.30	37.35	75,65
Region 7	May 1, 2012	33.76	37.35	71.11
Region 8	May 1, 2012	33.76	37.35	71.11
Region 9	May 1, 2012	40.50	37.35	77.85
Region 10	May 1, 2012	13.22	37.35	50.57
		4 or more Axle U	nits	
	Effective Date	4 or more Axle U 604 Driver Rate	nits Operating Cost	Truck Rental Rate
Region 1	Effective Date May 1, 2012 .			Truck Rental Rate 91.78
Region 1		604 Driver Rate	Operating Cost	
_	May 1, 2012 .	604 Driver Rate 40.20	Operating Cost 51,58	91.78
Region 2	May 1, 2012 . May 1, 2012	604 Driver Rate 40.20 33.91	Operating Cost 51,58 51,58	91.78 85.49
Region 2 Region 3	May 1, 2012 May 1, 2012 May 1, 2012	604 Driver Rate 40.20 33.91 24.71	Operating Cost 51.58 51.58 51.58	91.78 85.49 76.29
Region 2 Region 3 Region 4	May 1, 2012 .  May 1, 2012  May 1, 2012  May 1, 2012	604 Driver Rate 40.20 33.91 24.71	Operating Cost 51,58 51,58 51,58 51,58	91.78 85.49 76.29 85,49
Region 2 Region 3 Region 4 Region 5	May 1, 2012 .  May 1, 2012  May 1, 2012  May 1, 2012  May 1, 2012	604 Driver Rate 40.20 33.91 24.71 33.91	Operating Cost 51,58 51,58 51,58 51,58	91.78 85.49 76.29 85,49 77.92
Region 2 Region 3 Region 4 Region 5 Region 6	May 1, 2012 .  May 1, 2012	604 Driver Rate 40.20 33.91 24.71 33.91 26.34 38.40	Operating Cost 51,58 51,58 51,58 51,58 51,58	91.78 85.49 76.29 85.49 77.92
Region 2 Region 3 Region 4 Region 5 Region 6 Region 7	May 1, 2012 May 1, 2012 May 1, 2012 May 1, 2012 May 1, 2012 May 1, 2012	604 Driver Rate 40.20 33.91 24.71 33.91 26.34 38.40 20.87	Operating Cost 51,58 51,58 51,58 51,58 51,58 51,58 51,58	91.78 85.49 76.29 85.49 77.92 89.98



		Tractor				
	•			Tractor Only	Plus Trailer	Tractor Trail
	Effective Date	602 Driver Rate	Operating Cost	Truck Rental Rate	Operating Cost	Rental Rate
Region 1	May 1, 2012	40.75	41.43	82.18	11.46	93,64
Region 2	May 1, 2012	34.42	41,43	75.85	11.46	87,31
Region 3	May 1, 2012	22,37	41.43	63,80	11.46	75,26
Reglon 4	May 1, 2012	34.42	41.43	75.85	11,46	87.31
Region 5	May 1, 2012	21.38	41,43	62.81	11,46	74.27
Region 6	May 1, 2012	37,95	41,43	79,38	11.46	90.84
Region 7	May 1, 2012	25.85	41.43	67.28	11.46	78.74
Region 8	May 1, 2012	34.42	41.43	75,85	11.46	87.31
Region 9	May 1, 2012	41.15	41.43	82.58	11.46	94.04
Region 10	May 1, 2012	33,42	41.43	74.85	11.46	86.31

The operating costs, including the average truck broker fees paid by those survey respondents who reported paying truck broker fees, and the truck rental rates may also be reviewed by accessing DLI's website at <a href="https://www.dli.mn.gov">www.dli.mn.gov</a>. Questions regarding the operational costs and truck rental rates can be answered by calling (651) 284-5091.

The minimum truck rental rates certified for these four types of trucks in the state's ten highway and heavy construction areas will be effective for all highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after May 1, 2012.

KEN B. PETERSON COMMISSIONER

### DIVISION S

### S-1 DESCRIPTION

The Contract stipulations that follow are general in scope and may refer to conditions that will not be encountered on the work covered by the Contract. Any provision of these general requirements that pertains to a nonexistent condition or is not applicable to the work to be performed here under, or that conflicts with any provision of the Special Provisions or with any special instructions to bidders, shall have no meaning in the Contract and shall be disregarded.

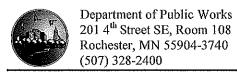
# S - 2 REFERENCE DOCUMENTATION

Reference Documentation shall be the latest edition, including amendments and published updates, issued prior to the date of advertisement for bids or the date of request for quotations, of the following:

- 1. 2014 Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction, except that Section 1903 shall not apply to any contract pay items.
- 2. City of Rochester Ordinances.
- 3. City of Rochester Standard Detail Plates.
- 4. City of Rochester Standard Specifications for Street & Utility Construction.

### S-3 DESIGNATION OF PARTIES

- s 3.1 "City"
  - "City" shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904.
- s 3.2 "Owner"
  - "Owner" shall mean the City of Rochester, 201 4<sup>th</sup> Street SE, Room 108, Rochester, MN 55904 or as named in the contract documents.
- s 3.3 "Department"
  - "Department" shall mean the City of Rochester, 201 4<sup>th</sup> Street SE, Room 108, Rochester, MN 55904 or as named in the contract documents.
- s 3.4 "Engineer"
  - "Engineer" shall mean the City Engineer or other authorized representative of the Owner as named in the contract documents.
- s 3.5 "Inspector"
  - "Inspector" shall mean the Engineer's authorized representative assigned to make inspections of Contract performance.
- s 3.6 "Bidder"
  - "Bidder" shall mean any individual or entity submitting a Proposal for the advertised work.
- s 3.7 "Contractor"
  - "Contractor" shall mean the individual or entity designated in the Contract documents to construct the project pursuant to plans and specifications.
- s 3.8 "Sub-Contractor"
  - "Sub-Contractor" shall mean the individual or entity acting for or on behalf of the Contractor in performing any part of the Contract.
- s 3.9 "MnDOT"
  - "MnDOT" shall mean the Minnesota Department of Transportation.



# S - 4 DEFINITION OF TERMS (REV 04/11/14)

The provisions of MnDOT 1103 are supplemented as follows:

- s 4.1 The following definition is added to MnDOT 1103:
  - M Gallon. 1000 Gallons (MGal).
- s 4.2 Replace the definitions for "Payment Bond" and "Performance Bond" with the following:

**PAYMENT BOND.** A bond furnished in accordance with Minnesota Statutes §574.26 and meeting the terms specified in Minnesota Statutes §574.26 subdivision 2 (2).

**PERFORMANCE BOND.** A bond furnished in accordance with Minnesota Statutes §574.26 and meeting the terms specified in Minnesota Statutes §574.26 subdivision 2 (1).

# S-5 OWNER AND EASEMENTS

The City of Rochester is designated as the Owner. All work shall be located on public right-of-way or on easements to be provided by the Owner. The Contractor shall confine his operations at all times within the limits of the easements. Any repairs or restoration outside the easement limits, required due to the Contractor's carelessness, shall be made with no compensation allowed.

1. If the Contractor obtains an agreement with a private land owner related to this project the City shall be provided a copy signed by the owner.

# S - 6 CONTACT INFORMATION

Questions regarding this Project shall be directed to:

Russ Kelm Design Engineer City of Rochester (507) 328-2417

# S - 7 (1203) ACCESS TO PROPOSAL PACKAGE

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

# S - 8 (1206) PREPARATION OF PROPOSAL

The provisions of MnDOT 1206 are supplemented and/or modified with the following:

- s 8.1 MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.
- s 8.2 MnDOT 1206.2 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

### 1206.2 ALLOWABLE SUBSTITUTIONS

For all Proposals the Bidder shall use the following method:

- (1) Submit a Proposal on the Bid Schedule forms provided by the Department. The Bidder shall:
- (1.1) Submit a Unit Price in numeric figures for each Pay Item for which a quantity is shown. Assume a numeric quantity of "1" for each "Lump Sum" Pay Item, except as not required in the case of alternate Pay Items,
- (1.2) Show the extensions resulting from Unit Prices multiplied by the shown quantities in the specified column, and

(1.3) Add the extended Pay Item amounts to show the total amount of the Proposal.

The Bidder shall write the figures in ink or provide typed or computer printed figures. In the case of a discrepancy between a Unit Price and extension in a Proposal, the Unit Price will govern.

If a Bidder fails to provide a Unit Price for any Pay Item on the Bid Schedule, except for "Lump Sum" Pay Items, the Department will reject the Proposal.

If a Pay Item in the Proposal requires the Bidder to choose an alternate Pay Item, the Bidder shall indicate its choice in accordance with the Specifications for that Pay Item.

An authorized representative of the Bidder must sign the Proposal.

# S - 9 (1209) DELIVERY OF PROPOSALS

The provisions of MnDOT 1209 are modified with the following:

- s 9.1 The following item in MnDOT 1209:
  - (6) Form 21816, "Bid Bond Form," cashier's check, or certified check;

is hereby deleted from the MnDOT Standard Specifications.

### S - 10 (1212) OPENING OF PROPOSALS

The provisions of MnDOT 1206 are modified with the following:

s 10.1 MnDOT 1212 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

### 1212 OPENING OF PROPOSALS

The Department will open Proposals at the time, date, and place defined in the Proposal Package and the Advertisement for Bids.

# S - 11 (1302) AWARD OF CONTRACT RESIDENT PREFERENCE IN PUBLIC CONTRACTS

The provisions of MnDOT 1302 are modified with the following:

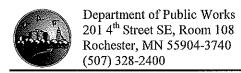
Within <u>60 calendar days</u> after opening Proposals, the Department will Award the Contract to the lowest responsible Bidder provided that the lowest responsible Bidder complies with the Proposal requirements

# S-12 (1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL

The provisions of 1404 are supplemented as follows:

### s 12.1 Traffic Control

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular and/or pedestrian traffic passing through the work zone during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions.



Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, payement markings and flaggers as required and sufficient barricade weights to maintain barricade stability.

The Contractor shall furnish names, addresses, and phone numbers of at least three (3) individuals responsible for the placement and maintenance of traffic control devices. At least one of these individuals shall be "on call" 24 hours per day, seven days per week during the times any traffic control devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the Pre-construction Conference. The Contractor shall also furnish the names, addresses, and phone numbers of those individuals to the following:

1.	Rochester Public Works Department	(507) 328-2400
2.	Rochester Police Department	(507) 328-2800
3.	Local Fire Department	(507) 328-6300
4,	City/Township Clerk	(507) 328-2900

The Contractor shall, at the pre-construction conference, designate a Work Zone Safety Coordinator who shall be responsible for safety and traffic control management in the Project work zone. The Work Zone Safety Coordinator shall be either an employee of the Contractor such as a superintendent or a foreman, or an employee of a firm which has a subcontract for overall work zone safety and traffic control management for the Project. The responsibilities of the Work Zone Safety Coordinator shall include, but not be limited to:

- Coordinating all work zone traffic control operations of the Project, including those of the Contractor, subcontractors and suppliers.
- Establishing contact with local school district, government, law enforcement, and emergency response agencies affected by construction before work begins.
- Maintaining a record of all known crashes within a work zone. This record should include all available information, such as: time of day, probable cause, location, pictures, sketches, weather conditions, interferences to traffic, etc. These records shall be made available to the Engineer upon request.

The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with the Traffic Control Layouts, these Special Provisions, and/or the MN MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected. The person performing the inspection shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection. The Engineer reserves the right to request copies of the logs as he deems necessary.

# s 12.2 Maintenance and Staging of Traffic Control:

The Contractor is hereby advised that the phasing, construction staging, the work sequencing, and the maintenance of pedestrian and vehicular traffic control and related signage are critical on this project. The Contractor shall fully expect to employ significant measures to control and maintain pedestrian, vehicular traffic throughout the life of the project. The major phases of construction are as follows:

### **Construction and Traffic Control Phases**

ADVANCE SIGNING SHALL BE INSTALLED 7 DAYS BEFORE CONSTRUCTION IS TO BEGIN as approximately located in the plan and as approved by the Engineer. The Contractor shall notify the Engineer at least five (5) working days in advance of his intent to close lanes.

Prior to the start of the work, the contractor shall submit detailed traffic control plans for approval by the engineer. The Traffic Control Plan shall present the traffic control devices and layouts required for each stage of work. The plan shall also indicate maintenance and routing of pedestrian traffic throughout the project corridor.

The contractor is hereby advised that the phasing, construction staging, the work sequencing, and the maintenance of pedestrian and vehicular traffic control and related signage are critical on this project.

## 3rd Ave SE:

1. Contractor shall close the road to thru traffic one block at a time at a time for the duration of the contract. The detour route shall be South Broadway.

### 11th Ave NE

1. Contractor shall close the road to thru traffic one block at a time for the duration of the contract. The detour route shall be North Broadway.

#### **Both Projects**

- 1. **Property Access** The Contractor shall coordinate vehicle and pedestrian access to private property by providing three (3) days notice to the property owners regarding access disruptions or changes to access. In addition this coordination includes the Contractor post signs notifing the renter/parkers. Vehicle access to private driveways shall not be restricted for greater than Five (5) consecutive calendar days.
- 2. **Accomodation of Deliveries** The Contractor shall coordinate health support special deliveries and services, garbage collectors, and postal delivery service, as required. This coordination includes hauling garbage bins to a central pick up point and/or temporary mailbox relocation as required.

The Contractor shall also reference Division SS, Traffic Signals, for traffic control requirements associated with the signal work.

At all times throughout this project, the Contractor shall keep all directly affected property owners informed as to the appropriate access route being provided and maintained for them.

A traffic flow pattern on city streets shall be maintained to provide emergency vehicle access to all property. Fire hydrants, on or adjacent to the work, shall be kept accessible to firefighting equipment at all times. All street closings shall be approved by the city prior to closing. The temporary closing of any streets will require the installation of sufficient barricades, fences, and signs, to adequately deter traffic from entering the sites. If the streets are not closed, one lane of traffic shall be maintained at all times, and signs installed indicating "local traffic only".

Haul routes shall generally be along C,S,A,H, streets or trunk highways, and coordinated with the engineer.

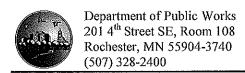
## s 12.3 Measurement and Payment

No measurement will be made of the various Items that constitute Traffic Control but all such work will be construed to be included in the single Lump Sum payment under Item 2563.601 (Traffic Control)

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2563.601	TRAFFIC CONTROL	L S

### S - 13 (1507) UTILITY PROPERTY AND SERVICE

Construction operations in the proximity of utility properties shall be performed in accordance with the provisions of MnDOT 1507, except as modified below:



# Due to the time constraint on this project only limited underground Utilities locations are shown on the plan set.

- s 13.1 Add the following to MnDOT 1507.2:
- (3) The Contractor shall acquire a Positive Response confirmation from MnDOT for all proposed excavations when the Gopher State One Call has indicated MnDOT utilities may be affected. The Contractor may call MnDOT Electrical Services Section (ESS) Dispatch Locating to confirm the status of Utility infrastructure owned by MnDOT. MnDOT Electrical Services Section (ESS) Dispatch Locating can be contacted at the following phone numbers (651) 366-5750 or (651) 366-5751. The Contractor shall be responsible for all damage to MnDOT owned Utility infrastructure if a Positive Response confirmation was not acquired from MnDOT.
- s 13.2 If the Contractor is negligent in adhering to MnDOT 1507.2, he will be subject to a daily charge assessed at a rate of \$500.00 per excavation area per day for each day or any portion thereof with which the Engineer determines that the Contractor has not complied.
- s 13.3 All utilities that relate to this Project are classified as "**Level D**," unless the Plans specifically state otherwise. This utility quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guidelines for the Collection and depiction of existing subsurface utility data."
- s 13.4 By bidding on this Contract, the bidder agrees that it shall use the Plan to identify the location of MnDOT drainage facilities as satisfying the requirements of Minnesota Statutes Ch. 216D and Minnesota Rules 7560.0250 with respect to MnDOT's storm water drainage facilities.
- s 13.5 The following utility owners have existing facilities that may be affected by the work under this Contract, all of which they intend where necessary to relocate or adjust in advance of or concurrently with the Contractor's operations.

Full Name	Company	Description	<b>Business Phone</b>
Steve Hyke	MN Energy Resources	Gas - Yellow	(507) 529-5104
Ron Muller	Charter Communications	Cable-Orange	(507) 285-6164
Wally Carlson	Mayo Clinic Facilities	Other	(507) 266-8142
Kay Klemmer	Northern Natural Gas	Gas - Yellow	(507) 451-7760 3202
Pat Lynch	Zayo Bandwidth	Fiber Optics - Orange	(952) 230-4288
Rick Wellik	Peoples Cooperative Power	Communications - Orange	(507) 288-4004
Brian Engen	Peoples Cooperative Power	Communications - Orange	(507) 288-4004
Doug Feine	Public Works OWEF	Steam - Yellow	(507) 328-7033
Chad O'Connor	Centurylink	Telephone - Orange	(507) 285-2059
Donn Richardson	Rochester Public Utilities	Water Dept - Blue	(507) 280-1509
Matt Mueller	Rochester Public Utilities	Electric - Red	(507) 280-1204
Steve Cook	Rochester Public Utilities	Electric - Transmission	(507) 280-1590
Eric Loftus	Rochester Public Works	Sewer - Green	(507) 328-2437

### s 13.6 Utilities

- s 13.7 The Contractor shall coordinate his/her work and cooperate with the foregoing utility owners and their forces in a manner consistent with the provisions of MnDOT 1507 and the applicable provisions of MnDOT 1505.
- s 13.8 The City of Rochester utilities that are affected such as storm sewer, sanitary sewer, and water supply have been included in the Plan for adjustment or relocation. The Contractor shall notify Doug Nelson, Manager of Engineering at telephone (507) 328-2423, in advance of the date he intends to start work and he shall furnish that

office with such information as may be necessary to permit the responsible authorities to make suitable arrangements relative thereto.

s 13.9 The Contractor shall verify all underground utility locations and elevations prior to construction. (Gopher State One Call 1-800-252-1166)

#### S - 14 (1601B) SOURCE OF SUPPLY AND QUALITY

The provisions of MnDOT 1601 are supplemented as follows:

In conformance with the provisions of Minnesota Laws 2014, Chapter 294, Article 2, Section 22, the Contractor will furnish and use only steel and iron materials to the maximum extent practicable that have been melted and manufactured in the United States. Foreign source materials are any domestic products taken out of the United States for any process (e.g. change of chemical content, permanent shape or size, or final finish of product).

All bids must be based, to the maximum extent practicable, on furnishing domestic iron and steel, which includes the application of the coating. The state may approve the use of foreign iron and steel materials for particular Contract items, provided the bidder submits a stipulation identifying the foreign source iron and/or steel product(s) and the estimated invoice cost of the product(s) for one or more of the Contract bid items. The Contractor shall submit a "Stipulation for Foreign Iron or Steel Materials" form for each stipulation with the Contractor chooses to use ANY non-domestic iron or steel, the Contractor must submit a stipulation with the proposal.

Prior to completing work, the Contractor shall submit to the Engineer a certification stating that all iron and steel items supplied are of domestic origin, except for non-domestic iron and steel specifically stipulated and permitted in accordance with the paragraph above.

<u>Source of Supply and Quality</u>: MnDOT 1604 is supplemented as follows: All costs of shop inspection at plants outside the United States shall be borne by the Contractor. Monies due or to become due the Contractor will be reduced according to these costs.

<u>Partial Payment</u>: All provisions for partial payments shall apply to domestic materials only. The Contractor will not receive payment for materials manufactured outside of the United States until such materials are delivered to the job site.

#### **S-15** (1710) TRAFFIC CONTROL DEVICES (REV 12/13/13)

MnDOT 1710 is hereby modified as follows:

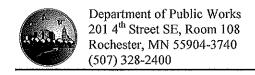
- s 15.1 MnDOT 1710.1(2) is deleted and replaced with the following:
  - (2) Signs shall meet the crash testing requirements of NCHRP 350 as specified by the MN MUTCD and the Manual for Assessing Safety Hardware (MASH).
- s 15.2 The last paragraph of MnDOT 1710.1 is deleted and replaced with the following:

The Project Engineer may require the Contractor to provide a Letter of Compliance stating that all of the Contractors devices are NCHRP 350 and also meet the requirements of MASH. The Letter of Compliance must also include approved drawings of the different signs and devices.

#### S - 16 (1717) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT

Pollution of natural resources of air, land and water by operations under this Contract shall be prevented, controlled, and abated in accordance with the rules, regulations, and standards adopted and established by the Minnesota Pollution Control Agency (M.P.C.A.), and in accordance with the provisions of MnDOT 1717, 1803.5 and the following:

This project will disturb less than 1 acre, therefore no permit is required, however Best Management Practices shall be maintained to prevent erosion and sediment.



#### S - 17 (1802) TRAINING FOR CONSTRUCTION TRUCK OPERATORS

Operators of construction trucks hauling construction materials such as borrow, aggregate base, asphalt mixtures and concrete paving mixtures are encouraged to become certified as a Level I Construction Truck Operators (CTO).

This one-day session taught in various MnDOT Districts will feature classroom and hands-on educational experiences. The objective of the CTO Training is to make the driver aware of the Federal and State requirements and regulations regarding the construction truck and driver, and the safe driving techniques that will result in the safe operation of the construction truck. Presenters include Minnesota State Patrol, Minnesota Department of Transportation and the Minnesota Safety Center.

The Minnesota State Patrol, the Minnesota Highway Safety Center, the Minnesota Trucking Association, the Minnesota Asphalt Pavement Association and the Minnesota Department of Transportation cosponsored this training.

Additional information about this certification program can be obtained by contacting any of the following:

	PHONE#	FAX#
Minnesota Asphalt Pavement Association: E-mail: info@mnapa.org	651-636-4666	651-636-4790
Minnesota Department of Transportation: E-mail: motorcarrier@state.mn.us Website: http://www.dot.state.mn.us/cvo/index.html	Toll Free: 1-888-472-3389 651-405-6060	651-405-6082
Minnesota Highway Safety Center: E-mail: tjsakry@stcloudstate.edu Website: http://mnsafetycenter.org	Toll Free: 1-888-234-1294 320-255-4732	320-255-3942
Minnesota State Patrol: Website: http://www.dps.state.mn.us/patrol/comveh/index.htm	Toll Free: 1-888-472-3389 651-405-6171	651-405-6082
Minnesota Trucking Association: E-mail: john@mntruck.org Website: http://www.mntruck.org	651-646-7351	651-641-8995

## S - 18 (1803) PROSECUTION OF WORK (2013 VERSION (REV. 04/11/14)

The provisions of MnDOT 1803 are supplemented and/or modified with the following:

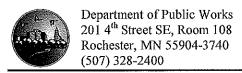
### s 18.1 SPECIAL PROJECT ADA REQUIREMENTS

All pedestrian facilities and shared use paths on this Project must be constructed according to Public Rights-of-Way Accessibility Guidelines (PROWAG) which can be found at: http://www.dot.state.mn.us/ada/pdf/PROWAG.pdf. The appropriate pedestrian ramp details for each quadrant are included in the Plan. The Engineer may provide additional details to those provided in the Plan that meet the PROWAG guidelines as the need arises and field conditions dictate.

- (A) The Contractor must designate a responsible person competent in all aspects PROWAG to assess proposed sidewalk layouts at each site before work begins. Any time work the Contractor is performing concerns pedestrian facilities, the Contractor's responsible person shall be on site.
  - (B) Pedestrian facilities must be constructed to meet the following criteria:
    - (1) Pedestrian Access Routes (PAR) must be constructed to meet the following:
      - Minimum 4 feet width.
      - A maximum cross slope of 2.0%.
      - Vertical discontinuities must be less than 0.25 inches.
      - Must provide positive drainage without allowing any ponding and maintain existing drainage flow patterns unless indicated otherwise in the Plan.
      - All grade breaks shall be constructed perpendicular to the path of travel.
    - (2) Landings are part of the PAR and must be constructed to meet the following:
      - 4 feet by 4 feet minimum width.
      - Maximum slope of 2.0% in all directions.
      - Required at all locations where the PAR changes directions or inverse grades.
      - Must be connected to the PAR.
    - (3) Ramps are part of the PAR and must be constructed to meet either of the following criteria:
      - Longitudinal slopes less than 5% in the direction of travel requires no landing at the top of the ramp (unless the PAR changes direction).
      - Longitudinal slopes between 5 8.3% in the direction of travel require a landing at the top of the ramp.

If the Contractor constructs any pedestrian or shared-use trail facilities that are not per Plan, do not meet the above requirements, or do not follow the agreed upon resolution, the Contractor will be responsible for correcting the deficient facilities with no compensation paid for the corrective work. To ensure that the pedestrian facilities are constructed in compliance with PROWAG, the Contractor shall follow the following three steps:

- (1) The Contractor shall use the appropriate ramp details in the Plan and identify the removal limits for the sidewalk and curb and gutter. If Contractor determines the removal limits are not adequate to meet PROWAG, the Contractor shall stop work immediately and consult the Engineer to determine the best solution. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may finish the removals.
- (2) Prior to pouring each curb and gutter segment, the Contractor must verify the zero height curb and curb transitions will be located as shown in the Plans and will provide an adequate detectable edge as shown on Standard Plan Sheet No. 5-297.250 (sheet 4 of 5). The Contractor shall also verify the proposed curb flow lines will provide positive drainage as well as maintain existing drainage patterns including existing gutter inflows/outflows. The curb and gutter shall be constructed as detailed in the Plan with a defined flow line and no vertical discontinuities. The Contractor shall consult with the Engineer to determine a resolution if any of these conditions cannot be met. Once the



Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with pouring the curb and gutter.

(3) After the curb has been correctly poured, the Contractor has set the sidewalk forms, and prior to placing the concrete curb ramps/sidewalks, the Contractor shall verify the requirements in Section S-11B will be achieved.

In addition, the longitudinal slopes shown in the Construction Plans and the Standard Plans shall be utilized unless these conditions cannot be met. The starting point for setting the forms on the controlling ramp leg should be the following:

Steep (S) = 7%
Flat (F) = 4%
Landing = 1.5%
Sidewalk Cross Slope = 1.5%
Fan ramp = 5%

If any of these requirements cannot be met the Contractor shall meet with the Engineer to determine the best solution. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with the curb ramp/sidewalk pour.

- (C) It shall be the responsibility of the Contractor, or Contractor's Surveyor if applicable, to layout all proposed work at each intersection in accordance with the Plan and requirements listed in this Special Provision. The Contractor may confer with the Engineer for guidance in laying out the proposed work, but it will be the Contractor's responsibility to ensure the proposed work meets all the requirements of this Special Provision. This layout includes, but is not limited to placement of grade breaks, curb transitions, gutter flow lines, truncated dome placement, crosswalk marking placement, flares, landing limits, and ramp limits. It is important that the Contractor layout this work properly to achieve the construction of a compliant pedestrian facility. The owner's surveyor will only stake points and elevations provided in the Plan. For custom designs, other than specific dimensions provided in the Plan, the Contractor shall be expected to scale dimensions from the Plan as needed to construct the facility. If scaled dimensions do not allow for a facility to be constructed to meet the requirements of this Special Provision, the Contractor shall follow the process listed in Section S-1.1B. This layout work shall be incidental.
- (D) The Contractor shall utilize measures and methods when working near existing buildings that will avoid damaging the building's face or structure. The contractor will be responsible for any damage to the building's face or structure, both below and above ground. Any damage resulting from Contractor operations will be repaired at the Contractor's expense to the satisfaction of the Engineer.
- (E) The Contractor will round all joints and edges of the walk with a ¼ inch radius edging tool, contraction joints shall extend to at least 30 percent of walk thickness and shall be approximately 1/8 inch wide as per MnDOT 2521. The Contractor shall also have the option of providing saw cuts to construct the sidewalk joints and the gutter joints within the PAR. This work shall be considered incidental and no extra compensation paid. The top grade break of walkable flares need a visual joint to indicate a change in grade. This visual joint shall meet MnDOT 2521.3.D.2, except the depth requirement is reduced to ¼ inch.
- (F) In areas where the sidewalk is to be constructed around fixed structures and the grade has been changed, the sidewalk shall be finished around these structures to the satisfaction of the Engineer at no additional cost.

#### S - 19 (1806) DETERMINATION OF CONTRACT TIME (REV 10/29/13)

The contract time will be determined in accordance with the provisions of 1806 and the following: s 19.1 Construction operations shall be started within eight (8) Calendar Days after the date of Notice of Contract Approval, whichever is later. Construction operations shall not commence prior to Contract Approval.

- s 19.2 All work required by these contract documents shall be completed no later than **August 1, 2015**.
- s 19.3 The Contractor shall also reference section (1404) Maintenance of Traffic, (1707) Public Safety, And (2563) Traffic Control Traffic Signals, for critical project timeframes and dates found elsewhere in the proposal.

#### S - 20 INCIDENTAL WORK

Items of work for which no pay items are included in the bid proposal shall be considered as incidental expense and no separate payment will be made therefore. Incidental items include, but are not limited to the following:

Abandon and plugging existing lines and structures, other than paid for in the plans

Disposal of excess excavation.

Erosion Control BMP's:

Concrete Washout Operations

Street Sweeping

Pipe bedding/foundation/encasement material, other than paid for in the plans

Pipe joint ties.

Trench Excavation

Maintaining access to private property.

Bituminous Tack Coat.

Fine grading of subgrade and subgrade preparation

Preparation of aggregate base for paving

Water & Dewatering

#### S - 21 (1910) FUEL ESCALATION CLAUSE

The provisions of MnDOT 1910 are hereby deleted and replaced with the attached Fuel Escalation Clause.

#### S - 22 (2021) MOBILIZATION

#### s 22,1 BASIS OF PAYMENT

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2021.501	MOBILIZATION	LS

#### S - 23 (2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES

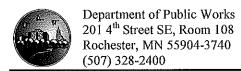
Section 2104 is hereby supplemented to include the following:

The Owner shall have the option of removing and salvaging all items such as fences, gates, light standards, poles, etc. If the Owner does not remove such items prior to construction, they shall be removed by the Contractor and shall be considered incidental to the Contract unless specific bid items are included.

All debris and excess materials removed from the project shall be disposed of by the Contractor off the project site. No burying of debris will be permitted.

Sewers within the trenching limits shall be removed and sewers outside of the trench limits shall be plugged all as incidental expense.

Abandoning of existing storm sewers shall be filled with granular material and capped watertight. Filling and capping of the abandoned sewer pipe shall be considered incidental work for which no direct payment will be made.



- s 23.1 Item 2104.501 "Remove Sewer ..." If no pay item is included then it is incidental to the project otherwise, shall include the removal of existing pipe, apron, or structure, by type, as noted on the plans. Measurement and payment shall be made at the contract unit price per linear foot or each, which shall be compensation in full for all labor, equipment, and materials necessary to remove and dispose of the work and shall include capping or plugging remaining abandoned pipe if any.
- s 23.2 Item 2104.503-5 "Remove Concrete Pavement, Drive, and Sidewalk" Shall include the removal of existing concrete pavements as noted on the plans. Measurement and payment shall be made based on surface area and shall be compensation for the total depth of the concrete pavements at the contract unit price per square yard, which shall be compensation in full for all labor, equipment, and materials necessary to remove and dispose of the concrete pavements.
- s 23.3 Item 2104.509 "Remove Manhole and Catch Basin" Shall include the removal of the existing storm or sanitary manholes and basins as noted on the plans. Measurement and payment shall be made at the contract unit price per each, which shall be compensation in full for all labor, equipment, and materials necessary to maintain service flow, plug, remove and dispose the entire structure.
- s 23.4 **Item 2104.511/2521.603 "Sawing Concrete Pavement"** If no pay item is included then it is incidental to the project otherwise, shall include saw cutting of concrete paving along the removal line. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to saw cut to provide a clean edge.
- s 23.5 Item 2104.513 "Sawing Bituminous Pavement" If no pay item is included then it is incidental to the project otherwise, shall include saw cutting of bituminous paving along the removal line. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to saw cut to provide a clean edge.
- s 23.6 **Measurement and payment** for the removal and disposal of materials will be made only for those Items of removal work specifically included for payment as such in the Proposal and as listed in the Plans. The removal of any unforeseen obstruction requiring in the opinion of the Engineer equipment or handling substantially different from that employed in excavation operations, will be paid for as Extra Work as provided in MnDOT 1403.

Item No.ItemUnit2104.509REMOVE MANHOLEEACH

#### S - 24 (2357) BITUMINOUS MATERIAL FOR TACK

The provisions of MnDOT 2357 are hereby deleted and replaced with the following:

#### s 24.1 Description

This work shall consist of the application of bituminous material (emulsion or liquid asphalt) on a bituminous or concrete pavement prior to paving a new lift of Hot Mixed Asphalt.

#### s 24.2 Materials

A Bituminous Material......3151

The bituminous material for tack coat will be limited to one of the following kinds of emulsified asphalt. However, the Engineer may authorize the use of medium cure cutback asphalt (MC-250) during the early and late construction season when it is anticipated the air temperature may drop below 32 degrees Fahrenheit.

Allowable grades are as follows:

**Emulsified Asphalt** 

#### Cutback Asphalt

Medium Cure Liquid Asphalt..... MC-250

Only Certified Sources are allowed for use. MnDOT's Certified Source List is located at the following link: <a href="http://www.dot.state.mn.us/products/index.html">http://www.dot.state.mn.us/products/index.html</a>.

### s 24.3 Construction Requirements

#### A Restrictions

Tack coat operations shall be conducted in a manner that offers the least inconvenience to traffic, with movement in at least one direction permitted at all times without pickup or tracking of the bituminous material.

The tack coat shall not be applied when the road surface or weather conditions are unsuitable as determined by the Engineer. The daily application of tack coat shall be limited to approximately the area on which construction of the subsequent bituminous course can reasonably be expected to be completed that day.

### B Equipment

The bituminous material shall be applied with a distributor meeting the requirements of 2321.3C1.

#### C Road Surface Preparations

At the time of applying bituminous tack coat material, the road surface shall be dry and clean and all necessary repairs or reconditioning work shall have been completed as provided for in the Contract and approved by the Engineer.

All objectionable foreign matter on the road surface shall be removed and disposed of by the Contractor as the Engineer approves.

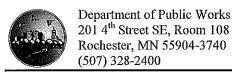
Preparatory to placing an abutting bituminous course, the contact surfaces of all fixed structures and the edge of the in-place mixture in all courses at transverse joints and in the wearing course at longitudinal joints shall be given a uniform coating of liquid asphalt or emulsified asphalt, applied by methods that will ensure uniform coating.

#### D Application of Bituminous Tack Coat Material

Unless otherwise indicated in the plans or provisions, the bituminous tack coat material shall be applied within the application rates shown below in Table 2357.3-D as based on pavement type or condition and type of bituminous material. The Engineer shall approve the time and rate of application. Only a MnDOT certified asphalt emulsion supplier is allowed to dilute the emulsion. When diluted, the supplier shall provide asphalt emulsion diluted 1 part emulsion to 1 part water. Dilution of asphalt emulsion in the field is not allowed. The Engineer may waive the tack coat requirement when multiple lifts are paved on the same day.

Table 2357.3-D
Tack Coat Application Rates

Pavement Type or Condition	Applicat	ion Rate, liter/square meter [ga	llons/sy]
	Undiluted Emulsion SS-1, SS-1H, CSS-1, CSS-1H	Diluted Emulsion (1 part Emulsion to 1 part water) SS-1, SS-1H, CSS-1, CSS- 1H	MC Cutback <sup>2</sup> MC-250
New HMA	0.14 - 0.23 [0.03 - 0.05]	0.28 - 0.46 [0.06 - 0.10]	0.14 - 0.23 <b>[0.03 - 0.05]</b>



Aged HMA <sup>3</sup> or Un-milled PCC	0.23 - 0.37 <b>[0.05 - 0.08]</b>	0.46 - 0.69 <b>[0.10 - 0.15]</b>	0.23 - 0.37 <b>[0.05 - 0.08]</b>
Milled HMA or Milled PCC	0.32 - 0.46 [0.07 - 0.10]	0.64 - 0.92[ <b>0.14 - 0.20</b> ]	0.32 - 0.46 [0.07 - 0.10]

- 1- As provided by the asphalt emulsion supplier
- 2- When approved by the Engineer
- 3- Older than 1 year

The temperature of the bituminous material at the time of application shall be approved by the Engineer, within the limits specified following:

Unless otherwise directed, sand shall be spread on the newly tacked surface at pedestrian crossings.

s 24.4 Method of Measurement

A. Bituminous Material

Bituminous material used for tack coat will be measured at 15°C (60°F)

s 24.5 Basis of Payment

Bituminous material for tack coat will be incidental to Wear Course Mix.

#### S-25 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL AGENCY)

MnDOT 2360 is hereby deleted from the MnDOT Standard Specifications and replaced with the attached 2360 (Plant Mixed Asphalt Pavement) Specification.

s 25.1 Mix Designation Numbers for the bituminous mixtures on this Project are as follows:

Roadways, Trails and Driveways:

TYPE SP 9.5 WEARING COURSE MIX (2,B) SP WE A 2 30 B TYPE SP 12.5 NON WEAR COURSE MIX (2,B) SP NW B 2 30 B

s 25.2 The sentence "In addition to the list the above the pavement surface must meet requirements of 2399 (Pavement Surface Smoothness) requirements." is deleted from MnDOT 2360.3.E Surface Requirements. The requirements of MnDOT 2360.3.E Surface Requirements will apply.

s 25.3

- s 25.4 **2360.3 D Compaction:** All compaction shall be by the <u>Ordinary Compaction Method</u> as described in 2360.3.D.2.
- s 25.5 The first paragraph of 2360.3.D.1 of the attached 2360 (Plant Mixed Asphalt Pavement) Specification is hereby deleted and replaced with the following:

#### D.1 Maximum Density

Compact the pavement to at least the minimum required maximum density values in accordance with Table 2360 19, "Required Minimum Lot Density (Mat)".

MnDOT Table 2360-20 Longitudinal Joint Density Requirement is hereby deleted.

MnDOT 2360.3.D.1.h Mat Density Cores is hereby deleted and replaced with the following:

#### **D.1.h** Mat Density Cores

Obtain four cores in each lot. Take two cores from random locations as directed by the Engineer. Take the third and fourth cores, the companion cores, within 1 foot [0.3 m] longitudinally from the first two cores. Submit the companion cores to the Engineer immediately after coring and sawing. If the random core location falls on an unsupported joint, at the time of compaction, (the edge of the mat being placed does not butt up against another mat, pavement surface, etc.) cut the core with the outer edge of the core barrel 1 foot [0.3 meters] away (laterally) from the edge of the top of the mat (joint). If the random core location falls on a confined joint (edge of the mat being placed butts up against another mat, pavement surface, curb and gutter, or fixed face), cut with the outer edge of the core barrel 6 inches  $\pm$  0.5 inch [150 mm  $\pm$  12.5 mm] from the edge of the top of the mat (ex. center of 4 inch [100 mm] core barrel 8  $\pm$  0.5 inches [200 mm  $\pm$  12.5 mm] from the edge of the top of the mat). Cores will not be taken within 1 foot [300 mm] of any unsupported edge. The Contractor is responsible for maintaining traffic, coring, patching the core holes, and sawing the cores to the paved lift thickness before density testing.

The Engineer may require additional density lots to isolate areas affected by equipment malfunction, heavy rain, or other factors affecting normal compaction operations.

- s 25.6 **MnDOT 2360.3.D.1.j Companion Core Testing** is hereby deleted and replaced with the following: The Department will select at least one of the two companion cores per lot to test for verification.
- s 25.7 MnDOT 2360.3.D.1.n Longitudinal Joint Density is hereby deleted.
- s 25.8 MnDOT 2360.3.D.1.p Shoulders is hereby deleted.
- s 25.9 MnDOT Table 2360-24 Payment Schedule for Longitudinal Joint Density (SP Non-Wear and SP Shoulders, 4% Void) is hereby deleted.
- s 25.10 MnDOT Table 2360-25 Payment Schedule for Longitudinal Joint Density (SP Non-wear and SP Shoulders, 3% Void) is hereby deleted.
- s 25.11 MnDOT 2360.3.D.1.r Pay Factor Determination is hereby deleted.

#### s 25.12 Basis of Payment

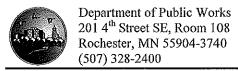
Payment for plant mixed asphalt surface will be made on the basis of the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,B)	. TON
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	. TON

#### S - 26 (2503-6) SANITARY PIPE SEWER

This work shall consist of furnishing and installing polyvinyl chloride (PVC) pipe and fittings in accordance with the Plans, and in accordance with The City of Rochester Standards for Street Construction.

#### s 26.1 Maintenance of Service



Disruption of sanitary sewer or water during the construction of this project shall be kept to a minimum. This may require temporary bypasses in these areas. If the Contractor sequences the project so bypassing pumping is required the following provisions shall be followed. The Contractor shall submit a plan detailing the necessary bypasses needed for each stage of construction. Bypass pumping and piping, temporary wiring, and all other items are the responsibility of the Contractor. Contractor shall be responsible for setting up and maintaining bypass pumping operations. Contractor shall coordinate bypassing plan with Owner.

Water and sewer services shall not be disrupted for more than 4 hours.

The City of Rochester and all affected property owners and residents shall be notified by the Contractor, a minimum of 48 hours prior to disruption of service, no exceptions.

- s 26.2 **Abandon Pipe Sewer** shall include plugging the remaining pipe ends with concrete and filling the entire line with sand or a lean concrete mix, measured by length along the line of pipe regardless of diameter. Terminal points of measurement will be the point of connection with inplace pipe; the center of manholes; the point of centerline intersections at branch fittings; or the point of juncture with other appurtenances or units as defined.
- s 26.3 **Sewer pipe** of each design designation will be measured by length along the line of pipe. Terminal points of measurement will be the point of connection with inplace pipe; the center of manholes; the point of centerline intersections at branch fittings; or the point of juncture with other appurtenances or units as defined
- s 26.4 Connect into Existing Sewer will be made by the number of connections constructed as specified. Payment will be at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to connect the proposed sewer. Any damage caused to the existing sewer pipe shall be repaired at no expense to the Department and to the satisfaction of the Engineer.
- s 26.5 **Spot Repair** shall include removing existing pipe, installing the new pipe, and connecting remaining pipe ends, measured by length along the line of pipe regardless of diameter.
- s 26.6 **Structures** of each design shall be constructed according the City of Rochester Detail Plate, and measured by number of each constructed complete-in-place, including, the base, **HDPE** adjusting rings, waterproofing, and castings as required, and connections of new structure to the existing piping. Payment for constructing manholes at the appropriate Contract prices will be compensation in full for all costs of the work.
- s 26.7 **Adjust Frame and Ring** Manholes to be adjusted from existing to proposed street elevation that can be accommodated by the addition or removal of adjusting rings, with a maximum of 12" of adjusting rings allowable, shall be considered under the pay item "Adjust Frame and Ring" and paid for accordingly.
- s 26.8 **Casting Assembly Special 1** will be measured by number of each installed. Payment for Casting Assembly at the appropriate Contract prices will be compensation in full for all costs of the work. This work includes, but is not limited to removal of the existing casting and F&I **HDPE** adjusting rings, waterproofing, and casting, according to the detail plate, set to the new elevation on the existing structure.

#### s 26.9 Basis of Payment

Trenching, Bedding, Encasement and Backfill material for each type of pipe shall be according to the manufacturers' recommendations for pipe installations in a roadway section or T100, whichever is more stringent. All costs of furnishing and placing the pipe installation materials shall be considered incidental to the installation of the pipe.

Item No.	<u>Item</u>	<u>Unit</u>
2503.511	8" PVC PIPE SEWER	L F
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH
2503.603	SANITARY SEWER SPOT REPAIR	LF
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 3	EACH

2506.602 CASTING ASSEMBLY SPECIAL 1 ......EACH

#### S - 27 (C150) SERVICE CONNECTIONS

This work shall consist of providing all labor, equipment, and materials to construct the service connection. All work shall be done in accordance with The City of Rochester Standards for Street Construction.

#### s 27.1 Maintenance of Service

#### 1. Sanitary

Disruption of Sanitary flows during the construction of this project shall be kept to a minimum and considered incidental to the project.

Services shall not be disrupted for more than 4 hours. All service connection work will be accomplished and coordinated with the residences and businesses served. This may require temporary bypasses in these areas. If the Contractor sequences the project so bypassing pumping is required the following provisions shall be followed. The Contractor shall submit a plan detailing the necessary bypasses needed for each stage of construction. Bypass pumping and piping, temporary wiring, and all other items are the responsibility of the Contractor. Contractor shall be responsible for setting up and maintaining bypass pumping operations. Contractor shall coordinate bypassing plan with Owner.

The City of Rochester and all affected property owners and residents shall be notified a minimum of 48 hours prior to disruption of service.

#### 2. Water

Disruption of watermain flows during the construction of this project shall be kept to a minimum and considered incidental to the project.

All watermain disruptions shall be coordinated with City of Rochester Public Utilities.

Services shall not be disrupted for more than 4 hours. All service connection work will be accomplished and coordinated with the residences and businesses served. This may require temporary service connections in these areas.

The City of Rochester Public Utilities and all affected property owners and residents shall be notified by the Contractor, a minimum of 48 hours prior to disruption of service, no exceptions.

#### s 27.2 Materials

All materials for sanitary sewer services shall be as indicated on the plans or standards.

Bedding and encasement requirements shall conform to gradation CA3 in areas of high water table, and to MnDOT Class 5 in all other areas. When in water table, geotextile fabric shall be furnished and installed over the bedding and encasement as an incidental item.

#### s 27.3 Construction Requirements

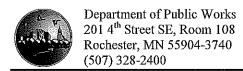
All copper tubing shall be cut with a tubing cutter that is in good condition. Cuts shall be square and the inside of the pipe shall be reamed.

Embedment or encasement limits shall conform to that specified for sanitary sewer. See City specification T-100.307. Compacted Trench Backfill shall be required.

The Contractor shall verify all service connections, or reconnections with the Owners of the adjacent property and City to ensure all service connections are replaced or properly abandoned, before beginning service connection work.

The Contractor shall be required to coordinate service line work with any other private plumbing contractors who may need to enter the site to perform work from the boulevard to the house.

s 27.4 **Reconnect Existing Sewer Service**, Reconnect Sewer Services shall be measured by physical count (each). They shall include all materials, equipment and labor needed to needed to reconnect the sanitary sewer service, as shown in the Plans. Bid item includes but is not limited to: sleeves, wye, tee, bends and up to 8 feet of



new service, regardless of service size, (generally 4-6" services), for each reconnection. Service sizes if shown on the plans are approximate and no additional compensation will be made if services are of a different size.

- s 27.5 **Reconstruct Existing Sewer Service**, Reconstruct Sewer Services shall be measured by physical count (each). They shall include all materials, equipment and labor needed to reconstruct the sanitary sewer service to the boulevard, unless otherwise shown in the Plans. Bid item includes but is not limited to: sleeves, wye, tee, bends, <u>risers</u>, and up to <u>20 feet</u> of new service regardless of service size, (generally 4-6" services), for each reconstruction. Service sizes if shown on the plans are approximate and no additional compensation will be made if services are of a different size.
- s 27.6 **Reconnect Water Service**, Reconnect Water Services shall be measured by physical count (each). They shall include all materials, equipment and labor needed to needed to reconnect the water service, as shown in the Plans. Bid item includes but is not limited to: corporation stop, and up to <u>8 feet</u> of new service regardless of service size, (generally 1" services), for each reconnection. Service sizes if shown on the plans are approximate and no additional compensation will be made if services are of a different size.
- s 27.7 Item "Sanitary Sewer Service" shall be replaced from the main to the boulevard, as shown in the plans. The new services shall include all necessary bends, and eccentric adapters (to match flow lines) to make the complete connection. Measurement and payment shall be made at the contract unit price per Lin Ft, which shall be compensation in full for all labor, equipment, and materials necessary to excavate, bed, backfill, disconnect/reconnect, and maintain service flow.
- s 27.8 Measurement and Payment

Item No.	<u>Item</u>	<u>Unit</u>
2503.603	SANITARY SEWER SERVICE	L F
2503.602	RECONNECT SANITARY SEWER SERVICE	EACH

#### S - 28 (S100 & 2501-6) STORM SEWER

This work consists of constructing storm sewers in accordance with the applicable MnDOT Standard Specifications and in accordance with The City of Rochester Standards for Street and Utility Construction:

- s 28.1 **Sewer pipe and aprons** of each design designation will be measured by length along the line of pipe or each. Terminal points of measurement will be the pipe end at free outlets; the point of connection with inplace pipe; the center of manholes or catch basins; the point of centerline intersections at branch fittings; or the point of juncture with other appurtenances or units as defined
- s 28.2 **Casting Assembly** of each design will be measured by number of each installed. Payment for Casting Assembly at the appropriate Contract prices will be compensation in full for all costs of the work. This work includes, but is not limited to removing the existing casting and adjusting rings, furnishing and installing the new casting with adjusting rings set to the new elevation on the existing structure.
- s 28.3 Adjust Drainage Structure Manholes to be adjusted from existing to proposed street elevation that can be accommodated by the addition or removal of adjusting rings, with a maximum of 12" of adjusting rings allowable, shall be considered under the pay item "Adjust Drainage Structure" and paid for accordingly.
- s 28.4 Adjust Frame and Ring Catch Basins to be adjusted from existing to proposed street elevation that can be accommodated by the addition or removal of adjusting rings, with a maximum of 12" of adjusting rings allowable, shall be considered under the pay item "Adjust Frame & Ring Casting" and paid for accordingly.
- s 28.5 **Reconstruct Drainage Structure** Structures to be adjusted from existing to proposed elevation that cannot be accommodated by the addition or removal of adjusting rings, or those manholes to be adjusted over 12" shall be considered under the pay item "Reconstruct Drainage Structure" and paid for accordingly.
- s 28.6 Construct Drainage Structure Design Spec \_\_\_\_ of each design will be measured by number of each constructed complete-in-place, including the base, casting as required, for the type structure stated in the proposal. Payment for constructing structures at the appropriate Contract prices will be compensation in full for all costs of the work.

- s 28.7 Connect into Existing Drainage Structure will be made by the number of connections constructed as specified. Payment will be at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to connect the proposed drainage structure to the existing storm sewer pipe. Any damage caused to the existing storm sewer pipe shall be repaired at no expense to the Department and to the satisfaction of the Engineer.
- s 28.8 Connect into Existing Sewer will be made by the number of connections constructed as specified. Payment will be at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to connect the proposed sewer. Any damage caused to the existing sewer pipe shall be repaired at no expense to the Department and to the satisfaction of the Engineer.

#### s 28.9 Basis of Payment

Trenching, Bedding, Encasement and Backfill material for each type of pipe shall be according to the manufacturers' recommendations for pipe installations in a roadway section or T100, whichever is more stringent. All costs of furnishing and placing the pipe installation materials shall be considered incidental to the installation of the pipe.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2506.522	ADJUST FRAME & RING CASTING	EACH
2104.509	REMOVE MANHOLE	EACH
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 4	EACH

#### S - 29 (2531) CONCRETE DRIVEWAY PAVEMENT

Concrete walk shall be performed in accordance with the provisions of MnDOT Section 2531 except as modified below:

- s 29.1 The Contractor shall place a minimum of **4 inches** crushed rock base under all driveways and associated sidewalk section through the driveway. Furnishing and placing the crushed rock base will be considered incidental to the pavement construction and no separate payment will be made therefore.
- s 29.2 Saw cutting shall be considered incidental to concrete pavement.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2531.507	" CONCRETE DRIVEWAY PAVEMENT	S Y

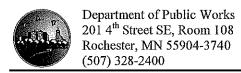
#### **S-30** (2550) LOOP DETECTORS

This work shall consist of constructing Loop detectors as part of a Traffic Signal System in accordance with applicable Mn/DOT Standard Specifications and the Project drawings and the following;

#### s 30.1 Measurement and Payment

Measurement will be made by the number of loop detectors constructed as specified. Payment will be under Items 2565.602 (loop Detector \_\_' x \_\_') for each specified size at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including, but not limited to, all materials and labor necessary to provide a complete and operable traffic signal loop detector.:

<u>ITEM</u>	DESCRIPTION	<u>UNIT</u>
2550.541	6'X6' LOOP DETECTOR DES SAWCUT	EACH



#### S - 31 (2573) TEMPORARY EROSION CONTROL AND TURF ESTABLISHMENT

Temporary Erosion Control and Turf Establishment shall be performed in accordance with the provisions of MnDOT Section 2573 except as modified below:

s 31.1 **Inlet Protection**: shall be furnished and installed on all inlets discharging to surface water. Inlets in rough graded areas need protection to keep any sediment from being transported to a Water of the State, or filling up the pipes with sediment. Inlet protection is shown in the plans by type; see specification approved by the MN/Department's Erosion Control Engineering Unit and on file on the web section's Approved Products List can be furnished as meeting this specification requirement.

Bidders are advised that payment for furnishing and installing temporary erosion control set forth in the foregoing area is for the initial installation and removal only. Any replacement components as may be necessary to maintain the temporary erosion control devices in a functional condition, to the satisfaction of the Engineer, during the tenure of this Contract shall be furnished, installed, maintained, and removed at the Contractor's expense.

Item No.	<u>Item</u>	<u>Unit</u>
2573,530	STORM DRAIN INLET PROTECTION	EACH

#### S - 32 FINAL ESTIMATE AND FINAL PAYMENT

The following provisions shall apply to preparation of the Final Estimate and execution of Final Payment under this Contract:

#### s 32.1 Final Estimate

State Law provides that the final estimate will be made within <u>90 days</u> after completion of all work required under this Contract. If, however, the total value of the Contract exceeds \$2,000,000.00, the <u>90 day</u> requirement will not apply and the time allowed for making such final estimate shall be <u>180 days</u> after the work under this Contract has been, in all things, completed to the satisfaction of the Commissioner.

#### s 32.2 Final Payment

If this Contract contains a "Disadvantage Business Enterprise or Targeted Group Business" goal, the following requirement shall apply:

"Before final payment is made, the Contractor shall also complete an affidavit showing the total dollar amounts of work performed by disadvantaged business enterprise (DBE) and targeted group business (TGB)."

#### ATTACHMENTS TO THE SPECIAL PROVISIONS

1910) FUEL ESCALATION CLAUSE

June 4, 2014

The provisions set forth in Mn/DOT 1910 are hereby supplemented with the following:

These provisions provide for compensation adjustments in the cost of motor fuels (diesel and gasoline) consumed in prosecuting the Contract work. The Engineer will calculate the Fuel Cost Adjustments. Payments or credits will be applied to partial and final payments for work items set forth herein.

For this purpose, the Department will establish a Base Fuel Index (BFI) for fuel to be used on the Project. The Base Fuel Index will be the average of the high and low rack prices shown for No. 2 ultra low sulfur fuel oil in the "OPIS Energy Group" tabulation titled "RackFax, Minneapolis, MN, OPIS Direct Gross No. 2 Distillate Fuels" for the day of the Contract letting.

A Current Fuel Index (CFI) in cents per gallon will be established for each month. The CFI will be the average of the high and low rack prices shown for No. 2 ultra low sulfur fuel oil in the "OPIS Energy Group" tabulation titled "RackFax, Minneapolis, MN, OPIS Direct Gross No. 2 Distillate Fuels" averaged for the beginning and ending dates of the monthly period being adjusted.

The Engineer will compute the ratio of the Current Fuel Index to the Base Fuel Index (CFI/BFI) each month. If that ratio falls between 0.85 and 1.15, no fuel adjustment will be made that month. If the ratio is less than 0.85, a credit to the Department will be computed. If the ratio is greater than 1.15, additional payment to the Contractor will be computed.

Credit or additional payment will be computed as follows:

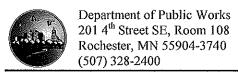
- (1) The Engineer will estimate the quantity of work done in that month under each of the Contract items listed below.
- (2) The Engineer will compute the gallons of fuel used in that month for each of the Contract items listed below by applying the unit fuel usage factors shown.
- (3) The Engineer will summarize the total gallons (Q) of fuel used in that month for the applicable items.
- (4) The Engineer will determine the Fuel Cost Adjustment (FCA) from the following formulas:

If the Current Fuel Index (CFI) is greater than the Base Fuel Index (BFI), the following formula shall be used to determine the amount of Fuel Cost Adjustment to be <u>paid to the Contractor</u>.

$$FCA = [(CFI/BFI) - 1.15] \times Q \times BFI$$

If the Current Fuel Index (CFI) is less than the Base Fuel Index (BFI), the following formula shall be used to determine the amount of Fuel Cost Adjustment to be <u>credited to the</u> Department.

Page 1 of 3



 $FCA = [(CFI/BFI) - 0.85] \times Q \times BFI$ 

Where FCA = Fuel Cost Adjustment (cents)

CFI = Current Fuel Index (cents per gallon)

BFI = Base Fuel Index (cents per gallon)

Q = Monthly total gallons of fuel

Basis of Payment

A Fuel Cost Adjustment payment to the Contractor will be made as a lump sum each payment period based on the last published CFI. A Fuel Cost Adjustment credit to the Department will be deducted as a lump sum each payment period from any monies due the Contractor. Upon completion of the work under the Contract, any difference between the estimated quantities previously paid and the final quantities will be determined. The CFI in effect on the day of completion of the Contract will be applied to the quantity differences in accordance with the procedures set forth above.

Schedule of Work Items
(Only items shown will be considered for compensation adjustments.)

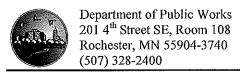
		-	-	•	
	ITEM	UNIT	GALLONS OF FUEL PER UNIT	UNIT	GALLONS OF FUEL PER UNIT
(1) Earthwo					
2105.501	Common Excavation	Cu. Yd	0.17	m3	0.22
2105.503	Rock Excavation	Cu. Yd	0.27	m3	0.35
2105.505	Muck Excavation	Cu. Yd	0.17	m3	0.22
2105.507	Subgrade Excavation	Cu. Yd	0.17	m3	0.22
2105.515	Unclassified Excavation	Cu. Yd	0.23	m3	0.30
2105.521	Granular Borrow (EV)	Cu. Yd	0.17	m3	0.22
	Granular Borrow (CV)	Cu. Yd	0.19	m3	0.25
	Granular Borrow (LV)	Cu. Yd	0.14	m3	0.18
2105.522	Select Granular Borrow (EV)	Cu. Yd	0.17	m3	0.22
	Select Granular Borrow (CV)	Cu. Yd	0.19	m3	0.25
	Select Granular Borrow (LV)	Cu. Yd	0.14	m3	0.18
2105.523	Common Borrow (EV)	Cu. Yd	0.17	m3	0.22
	Common Borrow (CV)	Cu. Yd	0.19	m3	0.25
	Common Borrow (LV)	Cu. Yd	0.14	m3	0.18
2105.535	Topsoil Borrow (EV)	Cu. Yd	0.17	m3	0.22
	Topsoil Borrow (CV)	Cu. Yd	0.19	m3	0.25
	Topsoil Borrow (LV)	Cu. Yd	0.14	m3	0.18
2106.607	Common Embankment (CV)	Cu. Yd	0.19	m3	0.25
2106.607	Granular Embankment (CV)	Cu. Yd	0.19	m3	0.25
2106.607	Select Granular Embankment(CV)	Cu. Yd	0.19	m3	0.25
2106.607	Select Granular Embankment Modified ( %) (CV)	Cu. Yd	0.19	m3	0.25
2106.607	Excavation – Rock	Cu. Yd	0.27	m3	0.35
2106.607	Excavation - Muck	Cu. Yd	0.17	m3	0.22

	ITEM	UNIT	GALLONS OF FUEL PER UNIT	UNIT	GALLONS OF FUEL PER UNIT
(2) Aggregate	e Base:				
2211.501	Aggregate Base	Ton	0.55	t	0.61
2211,502	Aggregate Base (LV)	Cu. Yd	0.77	m3	1.01
2211.503	Aggregate Base (CV)	Cu. Yd	0.99	m3 ·	1.29
2211.607	Open Graded Aggregate Base (CV)	Cu. Yd	0.99	m3	1.29
(3) Aggregate	e Shouldering:				
2221.501	Aggregate Shouldering	Ton	0.55	t	0.61
2221,502	Aggregate Shouldering (LV)	Cu. Yd	0.77	m3	1.01
2221.503	Aggregate Shouldering (CV)	Cu. Yd	0.99	m3	1.29
(4) Concrete	Pavements:				
2301.511	Structural Concrete	Cu. Yd	0.98	m3	1.28
2301.513	Structural Concrete HE	Cu. Yd	0.98	m3	1.28
2301.604	Structural Concrete	Sq. Yd.	0.027*t	m2	0.00128*t
(5) Bitumino	us Pavements:				
2350.501	Type () Wearing Course Mixture ()	Ton	0.90	t	0.99
2350.502	Type () Non-Wearing Course Mixture ()	Ton	0.90	t	0.99
2350.503	Type () () Course (), (t)" Thick	Sq. Yd	0.051*1		
2350.503	Type () () Course (,), (t) mm Thick			m2	0.0024*t
2360.501	Type SP () Wearing Course Mixture ()	Ton	0.90	t	0.99
2360.502	Type SP () Non-Wearing Course Mixture (,)	Ton	0.90	t	0.99
2360.503	Type SP () () Course (,), (t)" thick	Sq. Yd	0.051* <i>t</i>		
2360.503	Type SP () () Course (,), (t) mm thick			m2	0.0024* <i>t</i>
(6)Pipe:***:					
2501.511	Pipe Culvert	Lin. Ft.	0.70	m	2.30
2501.521	Pipe Arch Culvert	Lin. Ft.	0.70	m	2.30
2501.561	Pipe Culvert Des 3006	Lin. Ft.	0.70	m	2.30
2501.603	Pipe Culvert	Lin. Ft.	0.70	m	2.30
2503.511	Pipe Sewer	Lin. Ft.	0.70	m	2.30
2503.521	Pipe Arch Sewer	Lin. Ft.	0.70	m	2.30
2503.541	Pipe Sewer Des 3006	Lin. Ft.	0.70	m	2.30
2503.603	Pipe Sewer	Lin. Ft.	0.70	m	2.30

## t = thickness

 $\underline{\text{NOTE:}}$  No price No price adjustments will be made on fuel used for drying and heating aggregates.

<sup>\*\*\*</sup> No price adjustment will be made for pipes less than 12" in diameter or jacked pipes.



#### STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS

In accordance with 1601 of these Special Provisions, the Contractor must submit a bid based on supplying material(s) to the maximum extent practicable that have been melted and manufactured in the United States. The Contractor **must** submit a stipulation for supplying **ANY** foreign iron or steel materials in accordance with Minnesota Laws 2014, Chapter 294, Article 2, Section 22 and the requirements of 1601.

The line entry must show the pay item number, a description of the foreign steel product, the estimated quantity, and the estimated invoice price.

PAY ITEM NO.	DESCRIPTION OF FOREIGN STEEL OR IRON PRODUCT OR COMPONENT	ESTIMATED QUANTITIES	ESTIMATED INVOICE PRICE
			Market Age
			TENENT TO THE SECOND TO THE SE
		Total Estimated Inviod Percent of Total Bid I	ciec Price =
ontractor Name: endor Number:			
Applicable: This fo	orm must be submitted to the Departr g, as indicated in the Special Provisi	nent by the Contractor	

July 2014

## SALT Schedule of Materials Control - Local Government Agency

This Schedule of Materials Control (SMC) outlines the minimum testing requirements for State Aid Funded and/or Federal Aid Projects off the National Highway and Trunk Highway System. Optional to this SMC is the MnDOT Materials Control Schedule. Usage of either schedule must be defined in the project proposal.

#### 1603.2 SAMPLING AND TESTING - INSERT INTO SPECIAL PROVISIONS

The first paragraph is hereby deleted and replaced with the following:

Sampling and testing of materials for this project will be in accordance with the State Aid for Local Transportation (SALT) "Schedule of Materials Control – Local Government Agency" (SMC-LGA). The SMC-LGA establishes the size of samples and the minimum rate of testing. The SMC-LGA references the 2014 MnDOT Standard Specifications for Construction and does not set contract requirements for the material.

The SMC - LGA serves as a guide for material testing with allowable acceptance "as directed by the Engineer" detailed in Specification 1501.1(1) - Authority of the Engineer. These testing rates are a minimum and additional tests may be taken at the Engineer's discretion. A minimal testing rate does not always ensure a quality product; field observations and attention to detail is crucial. Materials not listed on an approved products list may be sampled and tested as directed by the Engineer. Materials listed on a Qualified Products list may be accepted or tested at the discretion of the Engineer.

Federal Aid projects require Independent Assurance Inspection. Contact the MnDOT District IA Inspector when the job starts to provide the proper servicing of your project.

#### **Definitions**

#### **SALT Construction Website**

MnDOT Office of State Aid for Local Transportation. The SMC - LGA is located at the construction page under "Information & Resources - Manuals".

#### MnDOT Schedule of Materials Control

Schedule of Materials Control (SMC) are inserted into project proposals to direct how materials are to be sampled. The SMC is updated yearly. Each SMC is project specific. Therefore, one needs to refer to their specific proposal.

#### **Approved Products List**

Products are 'approved' when they have been found to routinely meet all applicable standards and specifications. The product is placed on the list based upon established successful manufacturer's quality control and warranties, but the listing may expire or require periodic renewal to verify the product has not changed over time. The approval process for the individual product should specify any expiration requirement.

#### **Qualified Products List**

Products are predicted to meet all applicable standards and specifications, but random sample testing is required to verify specific product lots meet specifications prior to usage. These products are generally considered to be "qualified" but not approved until tested for compliance. Successfully tested products lots are considered to be "approved". The approval process for the individual product should specify any further testing requirements for the product.

#### **Certified Sources**

Certified Sources must comply with each individual product's defined "certification procedure". Acceptance of products from certified sources follows the same sampling and testing as "qualified" products.

## **SALT SMC - LGA Contacts**

Districts 1, 2, 3, 4

Ron Bumann - State Aid Construction Practices Specialist ronald.bumann@state.mn.us 218-725-2811

Districts 6, 7, 8

Mitch Bartelt - State Aid Construction Engineer mitch.bartelt@state.mn.us 651-366-3832

#### Metro

Elisa Bottos - State Aid Construction Engineer elisa.bottos@state.mn.us 651-234-7766

Jim Deeny - State Aid Construction Liaison james.deeny@state.mn.us 651-234-7762

## **Telephone Index for MnDOT Specialty Offices**

**Grading & Base** 

Terry Beaudry	(651) 366-5456
John Bormann	(651) 366-5496
Melissa Cole	(651) 366-5432

Website: www.dot.state.mn.us/materials/gradingandbase.html

### **Bituminous**

John Garrity	(651) 366-5577	
Asphalt Binder		
Jim McGraw	(651) 366-5548	
Jason Szondy	(651) 366-5549	

**Bituminous Specialty Items** 

Terry Beaudry	(651) 366-5456	
Greg Schneider	(651) 366-5403	
Melissa Cole	(651) 366-5432	
Tom Wood	(651) 366-5573	

Website: www.dot.state.mn.us/materials/bituminous.html

## Concrete

Concrete – Aggregates and Mix Design		
Concrete – Certified Ready	Mix Concrete	
Wendy Garr	(651) 366-5423	
Concrete – Paving	(651) 366-5576	
Rob Golish	(051) 300-3370	
Concrete – Bridges	(6E1) 266 EE7E	
Ron Mulvaney	(651) 366-5575	
Concrete - Pavement Rehabilitation		
Gordy Bruhn	(651) 366-5523	

Website: www.dot.state.mn.us/materials/concrete.html

Landscaping and Erosion Control Items

Editabouping	and Erosion Control Remo	
Erosion Control	(651) 366-3607	
Lori Belz		
Landscaping	(651) 366-4612	
Scott Bradley		
Wood Chips	(651) 366-3619	
Tina Markeson		

## **Chemical Items**

Jim McGraw	(651) 366-5548
Dave Iverson	(651) 366-5550

**Metallic Materials and Metal Products Sampling** 

Steve Grover	(651) 366-5540
Laboratory - Test Results	(651) 366-5560
Bridge Structural Metals	
Todd Niemann	(651) 366-4567
Barry Glassman	(651) 366-4568

## **Miscellaneous Materials**

Steve Grover	(651) 366-5540
Bearing Pads	
Todd Niemann	(651) 366-4567
Barry Glassman	(651) 366-4568
Laboratory - Test Results	(651) 366-5560

## Geosynthetics, Pipe, Tile, and Precast/Prestressed Concrete

Steve Grover	(651) 366-5540
Rich Lamb	(651) 366-5595
Randy Tilseth	(651) 366-5451
Laboratory - Test Results	(651) 366-5560

## Brick, Stone and Masonry Units/Modular Retaining Wall Blocks

Steve Grover	(651) 366-5540	
Blake Nelson	(651) 366-5599	
Laboratory - Test Results	(651) 366-5561	

### Electrical & Signal

Susan Zarling	(651) 234-7052	
Steve Grover	(651) 366-5540	
Wendy Garr - Concrete	(651) 366-5423	
Laboratory - Test Results	(651) 366-5560	

## Materials Lab. Contacts

## **Independent Assurrance**

District 1, Duluth	Denise Anderson
Leila DeLuca, Linda Pearson,	(218) 725-2737
218-725-2738	Cell (218) 348-6297
Fax 218-725-2814	0011 (210) 010 0201
District 2, Bemidji	Thomas Lloyd
Jeff Long, 218-755-6544	(218) 755-6545
Jason Kisseo, 218-755-6542	Cell (218) 766-6949
Fax 218-755-6540	2011 (2010) 1 00 00 10
District 3A, Baxter	John Savaloja
Larry Huseth, 218-828-5755	(218) 828-5753
Fax 218-828-5816	Cell (218)232-6748
District 3B, Saint Cloud	Teresa Mertens, 320-223-6555
Teresa Mertens, 320-223-6555	Cell (320) 493-3559
Fax 320-223-6582	
District 4, Detroit Lakes	David Brunner Dist. 4 Mat'ls
Brad Hanson, 218-846-3616	(218) 846-3613
Bruce Bryngelson, 218-846-3614	Cell (218) 849-7393
Wayne Koons, 218-846-3617	Sandy Kay Wollschlager 4B Mat'ls
Fax 218-846-0744	(320) 589-7300
	Cell (320) 815-6660
Metro District,	Waters Edge Mat'ls (651) 234-7356
Maplewood Lab	East Steve Reinardy (651) 755-1581
Mike Evans, 651-366-5409	Mike Sroga (651) 775-0997
Fax 651-366-5408	West Greg Bohmert (651) 775-1005
	Dave Wilkerling (651) 775-1042
District 6, Rochester	
Ken DeCramer, 507-286-7580	Brandon Weick (507) 286-7584
Kon Diekott 507 006 7506	
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Brad Horn, 507-286-7535	Cell (507) 251-0138  Mitch Jordahl (507) 304-6187
Brad Horn, 507-286-7535 Fax 507-285-7112	
Brad Horn, 507-286-7535 Fax 507-285-7112  District 7, Mankato	Mitch Jordahl (507) 304-6187
Brad Horn, 507-286-7535 Fax 507-285-7112  District 7, Mankato Mark Schoeb, 507-304-6186	Mitch Jordahl (507) 304-6187 Cell (507) 380-9619
Brad Horn, 507-286-7535 Fax 507-285-7112  District 7, Mankato Mark Schoeb, 507-304-6186 Scott Swanson, 507-304-6189	Mitch Jordahl (507) 304-6187 Cell (507) 380-9619 Brian Lueck (507) 304-6188
Brad Horn, 507-286-7535  Fax 507-285-7112  District 7, Mankato  Mark Schoeb, 507-304-6186  Scott Swanson, 507-304-6189  Fax 507-304-6191	Mitch Jordahl (507) 304-6187 Cell (507) 380-9619 Brian Lueck (507) 304-6188
Brad Horn, 507-286-7535 Fax 507-285-7112  District 7, Mankato  Mark Schoeb, 507-304-6186 Scott Swanson, 507-304-6189 Fax 507-304-6191  District 8A, Willmar	Mitch Jordahl (507) 304-6187 Cell (507) 380-9619 Brian Lueck (507) 304-6188
Brad Horn, 507-286-7535 Fax 507-285-7112  District 7, Mankato Mark Schoeb, 507-304-6186 Scott Swanson, 507-304-6189 Fax 507-304-6191  District 8A, Willmar Jay Jorgensen, 320-214-6345	Mitch Jordahl (507) 304-6187 Cell (507) 380-9619 Brian Lueck (507) 304-6188 Cell (507) 380-8248
Brad Horn, 507-286-7535 Fax 507-285-7112  District 7, Mankato  Mark Schoeb, 507-304-6186 Scott Swanson, 507-304-6189 Fax 507-304-6191  District 8A, Willmar  Jay Jorgensen, 320-214-6345 Fax 320-214-6306	Mitch Jordahl (507) 304-6187 Cell (507) 380-9619 Brian Lueck (507) 304-6188 Cell (507) 380-8248 Jon Vlaminck (320) 214-6348

## SALT Schedule of Materials Control - Local Government Agency



## STATE AID FOR LOCAL TRANSPORTATION

## **Material Acceptance Summary**

LOCAL NO.	
SAP/SP NO.	

Date		Description	Qualified Product // List	Approved Product List	Certificate of Compliance	Accepted by Engineer*
	ate Checked the approved products list.  Print and file copy of approved list on acceptance date.					
<u> </u>	Print and file cop	pproved products list. y of approved list on ance date.				
		Date the Certificati received. See speci 1603.3			Date Accepte Engine	
			wii 12 1 1 1			
* Itana nat	included on the	Approved Product List (	or the Maryf	noturorio Cor	tifications have	o not boos

signed:		
•	Project Engineer	Date

<sup>\*</sup> Items not included on the Approved Product List or the Manufacturer's Certifications have not been received are hereby accepted by the Engineer. Materials on a Qualified Products list which have not been tested at the discretion of the Engineer are hereby accepted.

## STATE AID FOR LOCAL TRANSPORTATION

## **Material Acceptance Summary**

LOCAL NO.

2013 - 001

SAP/SP NO.

88-601-040

Date	Item Description	Qualified Product List	Approved Product List	Certificate of Compliance	Accepted by Engineer*
5/15/13	PG 58-28 Asphalt Cement		7/15/13		
5/15/13	CSS-1H Emulsion Tack		Note*		
5/15/13	Temporary spray on CL skips				7/15/13
5/15/13	Glass Beads			7/22/13	
5/15/13	Epoxy Paint, CL & Fog Lines			7/22/13	
5/15/13	Galvan. U Posts - mail boxes				7/29/13
5/15/13	Mail Box Kits				7/29/13
	* submitted sample to lab 7-18-13				
	ncluded on the Approved Product List (				

<sup>\*</sup> Items not included on the Approved Product List or the Manufacturer's Certifications have not been received are hereby accepted by the Engineer. Materials on a Qualified Products list which have not been tested at the discretion of the Engineer are hereby accepted.

signed:		
	Project Engineer	Date

## BITUMINOUS QUALITY MANAGEMENT

The Contractor shall provide and maintain a quality control program as detailed in Specification 2360.2.G.

The Engineer shall review the quality control program for compliance.

_	Type of Test	Spec Section *	Contractor - QC Testing Rates	Agency - Testing Rates		
Start-Up Testing Rates for the 1st 2000 tons **	Bulk Specific Gravity	2360.2.G.7.b				
	Maximum Specific Gravity	2360.2.G.7.c				
	Air Voids (calculated)	2360.2.G.7.d	1 per 500 tons	1 Verification		
es f	Asphalt Content	2360.2.G.7.a	55 lb. sample 3 full cylinder	Mixture Sample		
Rat	Adj. Asphalt Film Thickness (AFT)	2360.2.E.7.e	molds	per day, all Verification		
esting Raf 2000 tons	Gradation	2360.2.G.7.f		samples are from		
Test 200	Fines to Effective Asphalt Ratio calc'd	2360.2.G.7.a/f		a split (QC/QA)		
9	Coarse Aggregate Angularity (CAA)	2360.2.G.7.g		sample.		
tart-	Fine Aggregate Angularity (FAA)	2360.2.G.7.h	1 per 1000 tons			
ίΣ	Added AC/Total AC Ratio (calc'd)	2360.2.G.7.a				
	Bulk Specific Gravity	2360.2.G.7.b		1 Verification Mixture Sample per day/ mix type, submit companion		
	Maximum Specific Gravity	2360.2.G.7.c				
	Air Voids (calculated)	2360.2.G.7.d	1 per 1000 tons			
ဟွ	Asphalt Content	2360.2.G.7.a	55 lb. sample 3 full cylinder			
λate	Adj. Asphalt Film Thickness (AFT)	2360.2.E.7.e	molds			
ng F	Gradation (minimum of 1 per day)	2360.2.G.7.f		to the QC - CAA &		
estii	Added AC/Total AC Ratio (calculated)	2360.2.G.7.a		FAA test results.		
T nc	Coarse Aggregate Angularity (CAA)	2360.2.G.7.g	NOTE 1			
Production Testing Rates	Fine Aggregate Angularity (FAA)	2360.2.G.7.h	NOTE 2			
rodt	TSR	2360.2.G.7.i	When directed	by the Materials		
ሲ	Aggregate Specific Gravity	2360.2.G.7.j	Eng	neer		
	Mixture Moisture Content	2360.2.G.7.k		y the Engineer		
	Asphalt Binder Certified Supplier	2360.2.G.7.I		container for asphalt ic container with wide		
	Asphalt Emulsion Certified Supplier	2357		or emulsion)		
	Compaction / Density Requirements	2360.3.D	Review spec	ial provisions		
	Small Quantity Requirements See 2360.2G.5 & 2360.					

Testing rates are minimums, additional testing is encouraged to ensure a quality product. Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

- \* Review Special Provisions & 2360.2.G Mixture Quality Management.
- \*\* The testing rates apply only to mixtures that have not been tested on previous projects.

  Mixtures from previous years should use the start- up testing rates.
- NOTE 2 tests/day for a minimum of 2 days, then 1 per day if CAA is met. If CAA > 8% of requirement, 1 sample/day but test 1/week. No testing required for Class A and or B Aggregates.
- NOTE 2 tests/day for a minimum of 2 days, then 1 per day if FAA is met. If FAA > 5% of requirement, 1 2: sample/day but test 1/week.
- NOTE 3: Shall be a Certified Supplier No Samples Required unless otherwise directed by the Engineer.
  Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly.

## **BITUMINOUS SPECIALTY ITEMS**

Type of Test	Spec	Contractor - QC Testing Rates	Agency - Testing Rates	
Gradation	2363	1 per 1,000 Ton with a minimum 1	1 per day. 35 lbs.	
PASSRC & PASB	3139.3	per day.	i pei day. 30 lbs.	
Micro-Surfacing	2354 3139.5	Stockpile: 1/1,500 Tons (min 1/day) Machine Hopper: 1/500 Ton (min 1/day)	Stockpile & Machine Hopper: 1/day 30 lbs.	
Seal Coat & Otto Seal	2356 3137.2 B	Stockpile: 1/1,500 Tons (min 1/day) Chip Spreader Hopper: 1/day	1/day from Hopper. 30 lbs.	
% Crushing - CAA	2363	1 per 1,000 Ton with a minimum 1	1 per day from gradation test. 35	
PASSRC & PASB	3139.3	per day.	lbs.	
Moisture / Aggregate	2354	Machine Hopper: 1/500 Tons (min	1/day 2lbs	
Micro-Surfacing	3139.5	3/day)	May 2109	
Sand Equivalence	2354	Stockpile or Machine Hopper: 1/500	1/day, test at Engineer discretion,	
Micro-Surfacing	2004	Tons (min 1/day)	25 lbs.	
Flakiness Index	2356	Sample taken from first load on first	Agency will test at their discretion,	
Bituminous Seal Coat		day, submit to Agency: 30 lbs.	see Lab Manual 1223	
Bituminous Mixture	2356	1/300 Tons, min 1/day. %AC,	1/day, 20 lbs. 1 cylinder from truck	
UTBWC	3151.2 G	Gradation, Max SpG, Adj.AFT	box.	
PASSRC & PASB	3151 2350	Asphalt spot check: min 1/day	-	
Stone Matrix Asphalt - SMA  Lab Manual 1203, 1204, 1205, 1211, 1214, 1806, 1807, 1808, 1813, 1853,	2365	Tests,%AC,gradation,Gmm,Gmb, Voids,VMA,CAA,Draindown,VCA, fines/effective asphalt. Rate,(1/1000 tons, min.1/day)Agg SpG, mix moisture, TSR to be tested as directed by Engineer.	Tests: %AC, Gradation, Gmm,Gmb,Voids,VMA,CAA,VCA, fines/effective asphalt. Agency is not required to do draindown. Copy MDR to Project Engineer and	
1854, 1855, AI SP-2 AASHTO T305		Submit companion 1 per day to agency: 3 full 6" by 12" cylinders	Grading & Base Enginner.	
Asphalt Binder Tests		Asphalt Emulsion List	<u>Asphalt Binder List</u>	
UTBWC	2353 3151	Shall be a Certified Supplier - No S directed by th	•	
Micro-Surfacing	2354	Asphalt Binder: First load	•	
Seal Coat & Otto Seal	2356	Sample size of 1 qua		
Tack Coat	2357	Emulsified Asphalt: First lo	-	
PASSRC & PASB	3151	Sample size of 1/2 gallon wide	e screw top plastic container.	
Asphalt Binder Rate Micro-Surfacing	2354			
Fog Seal	2355			
Seal Coat & Otto Seal	2356			
Bit Tack Coat	2357	,		

## **CERTIFIED READY - MIX CONCRETE 1 of 2**

The Prime Contractor is responsible to assure that all ready-mix concrete used is produced by a annually certified ready-mix plant. The Certified Ready Mix Program requirements are detailed in Specification 2461.4D7. The Engineer shall review the suppliers ready-mix certification program for compliance.

Test Type	Spec.	Contractor Testing	Agency Testing **	<u>Form</u>
Gradation	3126 3137	Coarse 1 per 100 yd3, Fine 1 per 200 yd <sup>3</sup>	Coarse and Fine: 1 per 200 yd³ unless directed by the Engineer.	63 2449 24143
Quality & Coarse agg. Minus 200 sieve	3126 3137	Test at Contractor's discretion.	1 / Source unless directed by the Engineer.	21763
Test Type	Spec.	Agency	Agency Testing	
Air Content - Type 3 Concrete *	·	Test first load each day per	Test first load each day per mix, then 1 test per 100 yd <sup>3</sup>	
Slump *		Test first load each day per mix, then 1 test per 100 yd <sup>3</sup> slump test not required for slip form placement.		2448 Weekly Concrete Report
Temperature	2461	Record temperature each time test specimen is pe	e air content, slump or strength erformed/fabricated.	244 Conci
Compressive			mix, then 1 test per 100 yd³, duction is more than 50 yd³.	ncrete Card
Strength	2519	•	linders (28 day) per day, fill in 2 p the sides, cover and move to o not disturb for 24 hours.	2409 Concrete Cylinder Card

<sup>\*</sup> The first load of concrete must have passing air content and slump prior to placement.

The testing rates shown in the SMC - LGA are minimums. Take as many tests as necessary to ensure quality concrete. It is recommended that the Agency Plant Monitor be present during critical pours, such as superstructure or paving concrete (i.e., 3Y33, 3Y36, 3Y46, 3A21). If any field test fails, reject the concrete or if the Producer makes adjustments to the load to meet requirements, record the adjustments on the Certificate of Compliance and Weekly Concrete Report. Retest the load and record the adjusted test results. Make sure the next load is tested, before it gets into the work. If batching adjustments are made at the plant, test the adjusted load, before it gets into the work. Continue to test the concrete when test results are inconsistent or marginal. Material not meeting requirements shall not knowingly be placed in the work. If failing concrete inadvertently gets placed in the work, use either the MN/DOT Standard Specifications for Construction or the Schedule of Price Reductions for Concrete to address penalties. It is recommended that the Agency representative continually monitor the progress of all concrete pours. (It is not a recommended practice to only perform minimum testing requirements and leave the project.)

<sup>\*\*</sup> Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly. Small quantity is 25 yd<sup>3</sup> or less per day with no gradation testing or plant monitoring required.

## SALT Schedule of Materials Control - Local Government Agency

## **CERTIFIED READY - MIX CONCRETE 2 of 2**

Only materials on the Approved Products List, Qualified Products List, or from a Certified Source

are allowed for the following items unless otherwise directed by the Engineer.

<u>Air-Entraining Admixtures</u> <u>Concrete Pipe Tie Coatings</u>

<u>Certified Sources of Fly Ash</u> <u>Epoxies</u>

Certified Sources of SlagForm Release AgentsConcrete Admixtures A-SNon-Shrink Grouts

 Concrete Anchorages
 Concrete Hot-Poured Certified Sources

 Concrete Curing Compounds
 Rapid Hardening Materials for Repairs

Non-Shrink Rapid Set Concrete for Dowel Bar Retrofit Special Surface Finish System

See Metals worksheet for steel reinforcement sampling requirements.

Test	Sample Size		
Gradation	25 lb. 3/4" Plus Coarse Aggregate.	10 lb. CA-70 CA-80 & Sand	
	15 lb. 3/4" Minus Coarse Aggregate		
Quality	50 lb. 3/4" plus Coarse Aggregate	30 lb. Fine Aggregate	
	30 lb. 3/4" minus Coarse Aggregate		
Moisture	1 lb. Fine Aggregate 4 lb. Coarse Aggreg		

## Additional Resources

MnDOT Concrete Manual QC & QA RM Plant Workbooks MnDOT Certified Ready-Mix Program

## LOW SLUMP CONCRETE FOR BRIDGE DECK OVERLAYS

Test Type	Spec.	Contractor Testing	Agency Testing	<u>Form</u>
Gradation, Quality, Coarse Agg -200	3126 3137	Prior to production, the Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. No quality test results are required. Test companion samples are Contractor's discretion.	1 per fraction prior to production and each time aggregate is delivered to the site.	2410 Sample ID Card
Air Content - Type 3 Concrete		None	1 per 15 yd³, Test at beginning of pour each day.	Concrete
Slump	2461	None	1 per 15 yd <sup>3</sup> , Test at beginning of pour each day. Allow mix to hydrate 5 minutes before slump test to assure all cement is saturated.	ekly Report
Compressive Strength		None	1 cylinder (28 day) per 30 yd <sup>3</sup>	2409 Cyl. ID Card

Only materials on the Approved Products List, Qualified Products List, or from a Certified Source are allowed for the following items unless otherwise directed by the Engineer.

Air-Entraining Admixtures Concrete Pipe Tie Coatings

Certified Sources of Fly Ash Epoxies

Concrete Hot-Poured Certified SourcesForm Release AgentsRapid Hardening Materials for RepairsNon-Shrink GroutsConcrete AnchoragesCertified Sources of SlagConcrete Curing CompoundsConcrete Admixtures A-SNon-Shrink Rapid Set Concrete for Dowel Bar RetrofitSpecial Surface Finish System

See Metals worksheet for steel reinforcement sampling requirements.

Test	Sample Size		
Gradation	25 lb. 3/4" Plus Coarse Aggregate	10 lb. CA-70 CA-80 & Sand	
	15 lb. 3/4" Minus Coarse Aggregate		
Quality	50 lb. 3/4" plus Coarse Aggregate	30 lb. Fine Aggregate	
	30 lb. 3/4" minus Coarse Aggregate		
Moisture	1 lb. Fine Aggregate 4 lb. Coarse Aggrega		

#### Additional Resources

MnDOT Concrete Manual

MnDOT Certified Ready-Mix Program

## **CONCRETE PAVEMENT REPAIR - CPR for 3U18**

Test Type	Spec.	Contractor Testing	Agency Testing	<u>Form</u>
Gradation, Quality, Coarse Agg -200	3126 3137	Prior to production, the Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. No quality test results are required. Test companion samples at Contractor's discretion.	1 per fraction prior to production and each time aggregate is delivered to the site.	2410 Sample ID Card
Air Content - Type 3 Concrete	2461	None	1 per 15 yd³, Test at beginning of pour each day.	ıly port
Slump		None	1 per 15 yd <sup>3</sup> , Test at beginning of pour each day. Allow mix to hydrate 5 minutes before slump test to assure all cement is saturated.	s ≪ efe
Compressive Strength		None	1 cylinder (28 day) per 30 yd <sup>3</sup>	2409 Cyl. ID Card

Only materials on the Approved Products List, Qualified Products List, or from a Certified Source are allowed for the following items unless otherwise directed by the Engineer.

Air-Entraining Admixtures

Concrete Pipe Tie Coatings

Certified Sources of Fly Ash

**Epoxies** 

Certified Sources of Slag

Form Release Agents

Concrete Admixtures A-S

Non-Shrink Grouts

Concrete Anchorages

Concrete Hot-Poured Certified Sources

Concrete Curing Compounds

Rapid Hardening Materials for Repairs

Non-Shrink Rapid Set Concrete for Dowel Bar Retrofit

Special Surface Finish System

See Metals worksheet for steel reinforcement sampling requirements.

Test	Sample Size			
0 . :	25 lb. 3/4" Plus Coarse Aggregate	10 lb. for CA-70 CA-80 & Sand		
Gradation	15 lb. 3/4" Minus Coarse Aggregate			
Quality	50 lb. 3/4" plus Coarse Aggregate	30 lb. Fine Aggregate		
	30 lb. 3/4" minus Coarse Aggregate			
Moisture	1 lb. Fine Aggregate	4 lb. Coarse Aggregate		

### Additional Resources

MnDOT Concrete Manual

MnDOT Certified Ready-Mix Program

## SALT Schedule of Materials Control - Local Government Agency

## CONCRETE PAVEMENT - PRODUCER / CONTRACTOR 1 of 2

Test Type	Spec.	Concrete Paving Batch Plant	Certified Ready-Mix Plant
Gradation (1)	3126 3137	> 250 yd <sup>3</sup> /day = 1 per 1500 yd <sup>3</sup> or completed 1 per 1/2 day whichever is the higher sampling rate.	> 20 yd³/DAY = 1 per 400 yd³ or completed every 4 hours whichever is the higher sampling rate.
Coarse Aggregate, -200 sieve (2)	3137	1 per day at the plant.	1 per day at the plant.
Aggregate Moisture - QC Verification (3)	3126 3137	If w/c incentives do not apply: 1/1000 yd <sup>3</sup> or completed every 4 hours whichever is the higher sampling rate.	If w/c incentives do not apply: 1/200 yd³ or completed every 4 hours whichever is the higher sampling rate.
Water Content, Microwave Oven Verification	2301	Obtain the plastic concrete sample at the plant.	
Unit Weight QC		Test one load of concrete per day at the plant.	
Air Content QC	2461	Test the first load of concrete at the plant	
Coarse and Fine Aggregate Quality	3126 3137	Prior to concrete production: Test the Agency's pre-production sample at the Contractor's discretion. During concrete production: Test the -200 on the quality companion sample the day it was sampled. All other testing is at the Contractor's discretion.	
Coarse Aggregate Quality Testing for Incentive / Disincentive	3137	Test at the Contractor's discretion.	

NOTE (1): Performing testing on representative material at the end of the most recent day of production is allowed. If well-graded aggregate incentives apply: Use the Contractor's gradation results for well-graded aggregate incentive calculations as verified by Agency testing.

NOTE (2): Test the first sample and then at least 1 of the next 3 samples on the first day of production and each time the Contractor mobilizes the plant, changes the aggregate sources, or the cleanliness of the coarse aggregate is in question.

NOTE (3): Complete the initial moisture content and adjust the batch water prior to the start of concrete production each day. If weather conditions allow, performing moisture testing on representative material at the end of production the prior evening is allowed.

## CONCRETE PAVEMENT - PRODUCER / CONTRACTOR 2 of 2

Test Type	Spec.	Concrete Field Testing - Contractor
Air Content before consolidation		1 per 300 yd3 or 1 per hour, whichever is less. Test first load each day per mix.
Air Content after consolidation	2461	Test 1 air content per 1/2 day of slip form paving to establish an air loss correction factor (ACF). See Special Provisions for additional information.
Slump	2401	For fixed form placement: 1 per 300 yd3 and as directed by the Engineer. Test first load each day per mix. For slip form placement: No slump testing required.
Concrete Temperature		Record temperature each time air content, slump or strength test specimen is performed/fabricated by the Contractor.
Flexural Strength		1 beam (28 day) per day. Make additional control beams as necessary. Control beams shall be made within the last hour of concrete poured each day. Fabricate beams, deliver beams to curing site, and clean beam boxes. Cylinders may be substituted for beams at the discretion of the Engineer.
Concrete Pavement Texture	2301	1 per 1000 linear feet per lane of concrete pavement at locations determined by the Agency. All adjoining lanes shall be tested at the same location if paved at the same time. The Contractor supplies all materials necessary to perform the required testing.
Thickness		The Contractor drills concrete cores at locations determined by the Agency.
Surface Smoothness	_	Contractor provides MnDOT certified inertial profiler results for the entire project as required by the contract. Check for current certification.

Only materials on the Approved Products List, Qualified Products List, or from a Certified Source are allowed for the following items unless otherwise directed by the Engineer.

Air-Entraining Admixtures

Certified Sources of Fly Ash

Certified Sources of Slag

Certified Sources of Slag

Concrete Hot-Poured Certified Sources

Rapid Hardening Materials for Repairs

Concrete Curing Compounds

Non-Shrink Rapid Set Concrete for Dowel Bar Retrofit

Concrete Source Pipe Tie Coatings

Form Release Agents

Non-Shrink Grouts

Concrete Admixtures A-S

Concrete Admixtures A-S

Special Surface Finish System

See Metals worksheet for steel reinforcement sampling requirements.

Test	Sample Size		
O1 - 4	25 lb. 3/4" Plus Coarse Aggregate	10 lb. for CA-70 CA-80 & Sand	
Gradation	15 lb. 3/4" Minus Coarse Aggregate		
0	50 lb. 3/4" plus Coarse Aggregate	30 lb. Fine Aggregate	
Quality	30 lb. 3/4" minus Coarse Aggregate		
Moisture	1 lb. Fine Aggregate	4 lb. Coarse Aggregate	

Additional Resources

MnDOT Concrete Manual

**FORMS** 

MnDOT Certified Ready-Mix Program

## **CONCRETE PAVEMENT - AGENCY 1 of 3\***

Test Type	Spec.	Concrete Paving Batch Plant	Certified Ready-Mix Plant	<u>Form</u>
Gradation (1)	3126 3137	1 per day randomly thereafter.	1 per 1000 yd <sup>3</sup> or 1 per week whichever is higher, randomly.	Agg
Coarse Aggregate, -200 sieve (2)	3137	1 per week randomly thereafter.	1 per 1000 yd <sup>3</sup> or 1 per week whichever is higher, randomly.	21764 Agg Worksheet
Aggregate Moisture - QC Verification (3)	3126 3137	Take initial sample within the first 250 yd3.	Take initial sample within the first 100 yd3.	C Ratio orksheet
Water Content, Microwave Oven Verification (4)	2301	Take initial sample within the first 250 yd3. At least one additional verification test should be taken if more than 1000 yd3 is produced in a day.	Take initial sample within the first 100 yd3. At least one additional verification test should be taken if more than 400 yd3 is produced in a day.	Concrete W/C Ratio Calculation Worksheet
Coarse and Fine Aggregate Quality	3126 3137	During concrete production: 1 randomly selected test each fraction every 20,000 yd3 of production. Split the Quality sample 4 ways: 1) Provide 2 quarters of the sample to the producer/contractor. 2) Test the -200 on the coarse aggregate at the plant the day it was sampled. 3) Submit the remaining sample to the lab for quality testing including testing the -200 sieve on the coarse aggregate.		2410 Sample ID Card
Coarse Aggregate Quality Testing of Incentive / Disincentive		aggregates for % absorption a carbonate including any other determinations. Sample the 2 lai the following ta	entives apply: Test the Class B and Class C aggregates for % test necessary to make those rgest fractions in accordance with able and 2301:	Coarse Agg Quality Incentive / Disincentive Worksheet
	3137		tive/Disincentive Sampling Rates	uali e V
		Plan Concrete Cubic Yards	Samples per fraction	g g ntiv
		3,500 - 7,500 7,501 - 10,000	3 5	Ag
		10,001 - 25,000	10	arse Disi
		25,001 - 50,000	15	So
		50,001 +	20	-

<sup>\*</sup> Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly.

NOTE (1): Test the first 4 QA samples of production each time the Contractor mobilizes the plant or changes aggregate sources. If Coarse Aggregate Quality Incentive / Disincentives apply: The Agency may also use the QA samples for incentive / disincentive testing. Notify the producer to double the QC/QA sample size.

**If well-graded aggregate incentives apply:** Use the Contractor's gradation results for well-graded aggregate incentive calculations as verified by Agency testing. Use the Well-graded Concrete Agg Worksheet.

## CONCRETE PAVEMENT - AGENCY 2 of 3

NOTE (2): 1 randomly select sample on the first day of production and each time the Contractor mobilizes the plant, changes the aggregate sources, or the cleanliness of the coarse aggregate is in question. unless otherwise directed by the Engineer.

NOTE (3): If w/c incentives apply: Test all QC moisture test companions. Use aggregate moisture results for determining the water content to calculate the w/c incentive / disincentive. Use the Concrete W/C Ratio Calculation Worksheet and do not leave sample unattended.

NOTE(4): If w/c incentives apply: Microwave oven verification testing to verify the w/c ration is completed in conjunction with Agency aggregate moisture testing. Do not leave samples unattended.

NOTE (5): Prior to concrete production: Obtain pre-production samples for quality testing at least 16 hours prior to concrete production. Samples may be taken from the stockpile and -200 test may be performed at the lab instead at the plant at the discretion of the Engineer.

Test Type	Spec.	Concrete Field Testing - Agency	Form
Air Content before consolidation		l correlation air test per day	Report
Air Content after consolidation	2461	1 air test per day	2448 Weekly Concrete Report
Slump		For fixed form placement: 1 slump test per day. For slip form placement: No slump testing required.	Weekly (
Concrete Temperature		Record temperature each time air content, slump or strength test specimen is performed/fabricated by the Agency.	2448
Flexural Strength		Supply beam boxes, cure, and test beams. MnDOT standard beam box size is 6" x 6" x 20" unless other sizes or types are approved by the Concrete Engineer.	2162 Test Beam Data
Concrete Pavement Texture	2301	Determine texture testing locations using random numbers.	Texture Worksheet
Thickness		Determine probing and coring locations using random numbers. Initial pavement at core locations and re-initial the sides of specimens after coring to clearly verify their authenticity.	24327 Core Report
Surface Smoothness		None	Profile Sheet

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

## SALT Schedule of Materials Control - Local Government Agency

## **CONCRETE PAVEMENT - AGENCY 3 of 3**

Only materials on the Approved Products List, Qualified Products List, or from a Certified Source

are allowed for the following items unless otherwise directed by the Engineer.

Air-Entraining Admixtures

Concrete Pipe Tie Coatings

Certified Sources of Fly Ash Epoxies

Certified Sources of SlagForm Release AgentsConcrete Admixtures A-SNon-Shrink Grouts

 Concrete Anchorages
 Concrete Hot-Poured Certified Sources

 Concrete Curing Compounds
 Rapid Hardening Materials for Repairs

Non-Shrink Rapid Set Concrete for Dowel Bar Retrofit Special Surface Finish System

See Metals worksheet for steel reinforcement sampling requirements.

Test	Sample Size				
0 1 "	25 lb. 3/4" Plus Coarse Aggregate	10 lb. for CA-70 CA-80 & Sand			
Gradation	15 lb. 3/4" Minus Coarse Aggregate				
O 14	50 lb. 3/4" plus Coarse Aggregate	30 lb. Fine Aggregate			
Quality	30 lb. 3/4" minus Coarse Aggregate				
Moisture	1 lb. Fine Aggregate	4 lb. Coarse Aggregate			

## Additional Resources

**MnDOT Concrete Manual** 

MnDOT Certified Ready-Mix Program

## **DOWEL BAR RETROFIT - DBR**

Test Type	Spec.	Contractor Testing	Agency Testing	Form
Gradation, Quality, Coarse Agg -200	3126 3137	Prior to production, the Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. No quality test results are required. Test companion samples are Contractor's discretion.	1 per fraction prior to production and each time aggregate is delivered to the site.	2410 Sample ID Card
DBR Material Compressive Strength	2301 2302	rate as direct by the Engine repeated if any problems with the encountered. First day of procrate directed by the Concrete E production: 1 cylinder per da		

Only materials on the Approved Products List, Qualified Products List, or from a Certified Source are allowed for the following items unless otherwise directed by the Engineer.

Air-Entraining Admixtures	Concrete Pipe Tie Coatings

Certified Sources of Fly Ash Epoxies

 Certified Sources of Slag
 Form Release Agents

 Concrete Admixtures A-S
 Non-Shrink Grouts

Concrete AnchoragesConcrete Hot-Poured Certified SourcesConcrete Curing CompoundsRapid Hardening Materials for Repairs

Non-Shrink Rapid Set Concrete for Dowel Bar Retrofit Special Surface Finish System

See Metals worksheet for steel reinforcement sampling requirements.

Test	Sample Size			
0	25 lb. 3/4" Plus Coarse Aggregate	10 lb. for CA-70 CA-80 & Sand		
Gradation	15 lb. 3/4" Minus Coarse Aggregate			
Ovality	50 lb. 3/4" plus Coarse Aggregate	30 lb. Fine Aggregate		
Quality	30 lb. 3/4" minus Coarse Aggregate			
Moisture	1 lb. Fine Aggregate 4 lb. Coarse Aggreg			

#### Additional Resources

MnDOT Concrete Manual

MnDOT Certified Ready-Mix Program

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

## SALT Schedule of Materials Control - Local Government Agency

## **GRADING AND BASE CONSTRUCTION ITEMS 1 of 3**

	Material Type	Const. Spec.*	Minimum Req'd Agency Acceptance Testing	QC Testing Rates**	Lab Sample
	Aggregate Surfacing	2118			
	Aggregate Base	2211	500 to 4000 = 1/1000 Tons,	1/1,000 tons stockpile	1/source 30 lb.
	Aggregate Shoulders	2221	4000 to 10,000 Tons = 4	stockbile	
3)	Drainable Aggregate Base (OGAB & DSB)	2212	tests/Lot	_	00 10.
≪	Granular Borrow/Embankment				
Gradation Testing (See Notes 2	Select Gran. Borrow/Embankment	2105	1/36,000 Tons	1/18,000 Tons	1/source 30 lb.
) S	Modified Granular Borrow/Embankment				
Į Š	Stabilizing Agg.		440.000 12 11 11 11		
n Tes	Full Depth Reclamation	2331	1/12,000 yd <sup>2</sup> unless directed by Engineer	1/6,000 yd2	None
aţio	Granular Filter	2511		1/source	
radi	Granular Backfill				
Ū	Aggregate Backfill		1/ source unless directed by	2/001100	1/source
	Granular Bedding	2451	Engineer	2/source before	30 lb.
	Aggregate Bedding			delivery	
	Coarse Filter			·	
	Fine Filter	2502			
ξ <u>'</u> ς	Aggregate Base	2211	1/source		
Req ensi	Aggregate Shoulders	2221	,,ooaroo		
Proctor Test *(Req'd for Specified Density)	Granular Borrow/Embankment, Select Gran. Borrow/Embankment, Modified Granular Borrow/Embankment,	2105	per major soil, subgrade preparation specified density requires 100% of proctor density.	-	1 sample 25 lb.
est*	Aggregate Base	2211	1/1,800 Tons	_	_
y Te q'd 1 sity)	Aggregate Shoulders	2221	·		-
Specified Density Test* (Sand Cone, req'd for specified density)	Granular Borrow/Embankment, Select Gran. Borrow/Embankment, Modified Granular Borrow/Embankment,	2105	Roadway Embankment: One S Structures Trenches: One Sand height/250 feet of each struct Preparation:One per 25 Roa Preparation specified density re density.	Cone test every rure length. <b>Sub</b> ad Stations. Sub equires 100% of	two feet in <b>grade</b> grade
lon	Aggregate Base	2211	1 DCP tests/500 yd <sup>3</sup> (CV) or		
trati	Aggregate Shoulders	2221	1/900 Tons `		
* *	Full Depth Reclamation	2331	1 DCP tests/3,000 yd <sup>2</sup>		
Dynamic Cone Penetration (DCP) Index *	Granular Borrow/Embankment, Select Gran. Borrow/Embankment, Modified Granular	2105	Roadway Embankment: One DCP test/2,000 yd3(CV). Structure Trenches: One DCP test/250 feet of each structure length. Test entire		None
۵	Borrow/Embankment,		layer.		

## **GRADING AND BASE CONSTRUCTION ITEMS 2 of 3**

	Material Type	Const. Spec.*	Minimum Req'd Agency Acceptance Testing	QC Testing Rates**	Lab Sample
*	(Re	equired for	Quality Compaction or DCP Method	d)	
Content Test Sompaction	Aggregate Base	2211	1/1,800 Tons or 10 tests whichever is less unless directed	_	
onter	Aggregate Shoulders	2221	by the Engineer	_	None
Moisture Content Tes During Compaction	Full Depth Reclamation	2215	1/6000 yd <sup>2</sup> unless directed by Engineer	-	
Mois	Embankment Soil; Excavation & Borrow	2105	1/18,000 Tons Required for Specified Density	-	None
Percent Crushing	Particle Count (note 1)	2105 2106 2118 2211 2212 2221	1/ source unless directed by Engineer, (req'd for class 5, class 6, stabilizing aggregate & aggregate bedding).	1 / Day	1/source 30lb
Quality	Aggregate Quality Tests	2105 2106 2118 2206 2211 2212 2221 2451 2502	1/ source unless directed by Engineer	-	1/source 30lb

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

### **Laboratory Companion Samples:**

- 1. Samples are not required for 1,000 tons or less.
- 2. Include the laboratory companion with the first field sample.
- 3. Include the field sample results with the laboratory sample.
- 4. Laboratories with AMRL Accreditation are not required to submit laboratory companion samples.
- 5. Carbonate aggregate materials require 50 lb. samples for the laboratory testing.
- NOTE 1: Percent crushing test is not required when the material is crushed from a quarry or contains 25% or greater recycled materials.
- NOTE 2: Submit a laboratory companion to the first Acceptance Gradation sample for a bituminous extraction, see 3138.2A2a(a). Full Depth Reclamation samples are not required.
- NOTE 3: The Certification of Aggregates and Granular Materials procedure and documentation of testing locations is at the discretion of the Engineer.

Samples are not required for less than 500 tons (275 yd<sup>3</sup>).

Conversions: 1 ton =  $0.55 \text{ yd}^3$  (CV), 1 ton = 0.7 yd 3 (LV), 1 yd3 (CV) = 1.8 tons.

<sup>\*</sup> Review the Special Provisions. Aggregate compaction will be by the "Penetration Index Method" unless otherwise designated in the Special Provisions. Other compaction methods include the "Specified Density Method or the "Quality Compaction Method". See 2211.3.D.2 Compaction.

<sup>\*\*</sup> QC testing is a requirement of 2211, these rates are for informational purposes.

## **GRADING AND BASE CONSTRUCTION ITEMS 3 of 3**

## **Guidelines** for Required Crushing & Aggregate Quality Tests

	3149 Granular Materials*	3138 Aggregate for Surface and Base	3136 Drainable Bases		
Crushing	Yes, for Stabilizing Aggregate, Fine Aggregate Bedding and Medium Filter Aggregate. Test waived if material contains recycled at twice the minimum crushing requirement. Not required for quarried sources.	Yes, for Class 5, 5Q & 6. Test waived if material contains recycled at twice the minimum crushing requirement. Not required for quarried sources.	<b>Yes.</b> Not required for quarried sources.		
Bitumen Content	Yes, if it contains Bitumen	Yes, if it contains Bitumen	Not applicable		
LAR	Not applicable	Yes, if source is carbonate quarry and does not contain bitumen.	Yes		
Insoluble Residue	Yes, if source is carbonate quarry and does not contain bitumen.	Yes, if source is carbonate quarry and does not contain bitumen.	Yes, if source is carbonate quarry.		
Litho Exam & Shale Float Test	<b>Yes</b> , for Medium Filter Aggregate	Yes, for Class 3, 4, 5, 5Q & 6, when not from quarried rock, and does not contain bitumen.	Yes, when not from a quarried source.		
* No	* Note for 3149.2D2 Granular Materials - Structural Backfill, perform all tests required of 3137.2b3.				

Click here for testing procedures in the Grading & Base Manual.

Forms and worksheets at the Grading & Base Website.

**Gradation worksheets at the SALT Construction Website** 

## LANDSCAPING AND EROSION CONTROL ITEMS

Kind of Material	Spec.#	Min. Required Acceptance Testing (Field Testing Rate)	
Manufactured Topsoil Borrow, Salvaged Topsoil (stockpiled)	3877.2	As directed by the Engineer	
Plant Stock & Landscape Materials	3861 and 2571.2A1	Certificate of Compliance, Nursery stock certificate registered with Mn Dept. of Agriculture. Out of state products subject to pest quarantines must accompanied by documentation certifying all products are free of regulated pests.	
<u>Erosion Control</u> <u>Blanket</u>	3885	,	
Erosion Control Netting	3883	Visual Inspection and Check approved products or approved vendors list - As directed by the Engineer.	
Silt Fence	3886	of approved remained not the amosted by the Engineer.	
Erosion Stabilization <u>Mat</u>	3885		
Flotation Silt Curtain	3887	Accepted, based on manufacturers certification of compliance. Check weight of fabric.	
Filter Logs	3897	None	
Flocculants	3898	Obtain copy of Certificate of Compliance and MSDS	
Fertilizer	3881		
Agricultural Lime	3879	Contractor must supply amount of ENP (Equivalent Neutralizing Power) for each shipment.	
Mulch - Type 3	2002	Certified Weed Free (Certified sources only) Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).	
Mulch - Type 6 - Woodchips	3882	All wood chips supplied by a supplier outside the Emerald Ash Borer quarantine area or have an Emerald Ash Borer Compliance Agreement with the MDA	
Seeds	3876	(Certified Vendors Only) (Mixes 100-299) Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).	
Native Seed		(Mixes 300-399) certified seed only. Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).	
<u>Sod</u>	3878	Visual Inspection - Check approved products list - As directed by	
Compost (from Certified Source)	3890	the Engineer. Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA) for salt tolerant sod.	
Compost (from Non- Certified Source)	309U	Visual Inspection - As directed by the Engineer.	
<u>Hydraulic Soil</u> <u>Stabilizer</u>	3884	Check Approved/Qualified Products List - As directed by the Engineer.	

## **CHEMICAL ITEMS**

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Asphalt Plank	3204	Visual Inspection - As directed by the Engineer.
Calcium Chloride	3911	Review the percentage required as per specification.
Magnesium Chloride	3912	Neview the percentage required as per specification.
Hot-Pour Crack Sealant (for Crack Sealing/Filling)	3719 3723 3725	Retain Certification of Compliance
Pavement Joint Adhesive	Special Provisions	
Waterproofing Ma	terials	
Membrane Waterproofing <u>System</u>	3757	Visual Inspection - Check qualified products list.
Waterproofing Ma	terials - Th	ree Ply System
Asphalt Primer	3165	
Waterproofing Asphalt	3166	Visual Inspection - As directed by the Engineer.
Fabric	3201	
Paints		
<u>Waterborne Latex -</u> <u>Traffic Paint</u>	3591	
Epoxy Traffic Paint	3590	Visual Inspection - Check qualified products list - retain Certificate of Compliance.
<u>Traffic Marking</u> <u>Paint</u>	Special Provisions	
www.dot.state.mn.us	/products	nts are allowed for use. For bridge coatings, see for the approved products list. For all others, see the Special r sample to Chemical Laboratory for color matching.
Non-Traffic Striping Paints	3500 Series	Retain Certification of Compliance
Bridge Structural Steel Paint	3520	
<u>Exterior Masonry</u> <u>Paint</u>	3584	Visual Inspection - Check approved products list - retain Certificate of Compliance.
Noise Wall Stain	Special Provisions	
<u>Drop-on Glass</u> <u>Beads</u>	3592	Visual Inspection - Check qualified products list. Retain Certificate of Compliance.
Pavement Marking <u>Tape</u>	3354 3355 Special Provisions	Visual Inspection - Check qualified products list. Retain Certificate of Compliance.
Signs and Markers	3352	Visual Inspection - Check qualified products list.

## Metals 1 of 2

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)*
Guard Rail		
Fittings - Splicers, Bolts, etc.	3381	
Structural Plate Beam	3382	Visual Inspection - Materials shall be approved before use.
Non-High Tension Guard Rail Cable	3381	Call MnDOT inspector at 218-846-3613 to see if material has been approved.
High Tension Guard Rail Cable	Special Provisions	
Steel Posts		
Steel Sign Posts	3401	Visual Inspection - As directed by the Engineer. Retain Certificate of Compliance in Project file.
Fence Posts, Brace	3403	Visual Inspection - As directed by the Engineer.
Bars, Rails and	3406	Retain Certificate of Compliance and certified
others	3379	mill analysis in project file.
Fence		
Barbed Wire Woven Wire Chain Link Fabric		
Components: cup, cap, nut, bolt, end clamp, tension band, truss rod tightener, hog ring, tie wire, tension stretcher bar, truss rod, clamp & tension wire	3376	Visual Inspection Retain Certification of Compliance, As directed by the Engineer.
Gates	3379	
Pipe		
Water Pipe and other Piping Materials	& Special Provisions	visual inspection - As directed by the Engineer.
	-	by MnDOT & will be charged back to the Local Agency.
Uncoated Bars	3301	Retain Certificate of Compliance & Certified Mill Analysis
Epoxy Coated Bars	3301	For Epoxy-Coated bars, steel will be tagged "Inspected" when it has been sampled and tested by Mn/DOT prior to shipment, & it will be tagged "Sampled" when testing has not been completed prior to shipment. If the Epoxy-Coated bars are not tagged "Sampled" or
Spirals	3305	"Inspected", submit samples, Certificate of Compliance, & Certified Mill Analysis for testing. Maintain original Cert. of Compliance & Certified Mill Analysis in project file.
Stainless Steel Bars	Special Provisions	Visual Inspection Testing as directed by the Engineer. Certified Mill Test Reports to be kept in file.

## SALT Schedule of Materials Control - Local Government Agency

## Metals 2 of 2

Kind of Material	Spec. No.	No. Min. Required Acceptance Testing (Field Testing Rate)*			
Reinforcing Steel - Inspected by MnDOT & will be charged back to the Local Agency.					
Steel Fabric	3303				
Dowel Bars	3302	Visual Inspection - Retain Certificate of Compliance.			
Prestress/Post Tension Strands	3348 Spec.Prov.	Visual Inspection - Notain Sertingate of Compilation.			
Castings	Castings				
Drainaga Castings	3321				
<u>Drainage Castings</u>	2471	Visual Inspection - Check approved foundries list.			
<u>Electrical</u>	2565				
Anchor Rods (Cast in Place) and Structural Fasteners	3385 3391	Visual Inspection - Testing as directed by the Engineer, (see Notes below)			

Notes: Manufacturer must have one yearly passing test from the Department for each anchor rod or bolt type. Prior to installation, obtain copy of Mn/DOT passing test report from supplier. Specs 3385.2 A, B, & C require anchor rod markings per ASTM F 1554 S3. The end of each anchor bolt intended to project from the concrete must be die stamped with the grade identification as follows: Grade 36 = AB36, Grade 55 = AB55, Grade 105 = AB105.

Anchorages (Drilled <u>In)</u>	Special Provisions	Visual Inspection - Check qualified products list.	
Structural Steel	Inspected by MnDOT & will be charged back to the Local Agency.		
Steel Bridge - Beams, Girders, Diaphragms, etc.			
Concrete Girders- Diaphragms and sole plates		Structural Metals Inspection Tag and field inspection for damage/defects, check dimensions for contract compliance. Review approved products list as directed by the Engineer.	
Expansion Joints	2471		
Steel Bearings		Note: Structural metals products will be inspected at the	
Railing-Structural tube and ornamental		plant and will be shipped with a Structural Metals Inspection Tag. An inspection confirmation report will be completed by Structural Metals Inspection	
Drainage Systems		staff and sent to the field personnel. Only approved	
Protection Angles		suppliers are allowed to supply Structural Metals	
Overhead Sign structures	2564 2471	products. A list of approved suppliers can be found on the Bridge Office web site:	
High Mast Lighting Structures	2545 2471	http://www.dot.state.mn.us/bridge/	
Monotube Signal Structures	2565 2471		

<sup>\*</sup> Check domestic steel requirement under 1601 Special Provision.

## Geosynthetics, Pipe, Tile, Precast/Prestressed Concrete 1 of 2

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)			
Corrugated Metal	Corrugated Metal Products				
Culvert Pipe Under drains Erosion control Structures	3225 thru 3229, 3351, 3399	Visual Inspection: Check for good construction, workmanship finish requirements and shipping			
Structural Plate	3231	Visual Inspection: Invoice shall include notation that material			
Aluminum Structural Plate	3233	described is in accordance with fabricator's Certificate and Guarantee			
	in the Certifi	cate of Compliance and certified mill analysis in project file.			
Pipe					
Clay Pipe	3251	Visual Inspection			
Reinforced Concrete Pipe and Arches, Precast Cattle Pass Units, Sectional Manhole Units	3236	Field Inspection: Check for damage and defects. Check dimensions and class as required.			
Non-Reinforced Concrete Pipe	3253				
Drain Tile (Clay or Concrete)	3276	Visual Inspection - Acceptance as directed by the Engineer.			
Thermoplastic (TP) Pipe ABS and PVC	3245	Obtain Certificate of compliance. Check for approved marking printed on pipe. Field Inspect for damage or defects.			
Corrugated Polyethylene Pipe	3278	Check for markings (AASHTO M 252) Certificate of Compliance. Field Inspect for damage or defects.			
Corrugated Polyethylene Pipe - Dual Wall 12"-48"	3247	Visual Inspection - Check approved products list. Obtain Certificate of Compliance.			
Precast/Prestressed	Concrete S	Structures - Inspected by MnDOT & will be charged back to			
		the Local Agency.			
Reinforced Precast Box Culvert	3238				
Precast/Prestressed Concrete Structure (beams, posts, etc.)	2405	Field Inspection: Check for damage and defects. Check dimensions as required. Check for the "MnDOT" stamp and signature on the certification document.			
Manholes and Catch Basins (Construction)	2506 3622	orginatare on the continuation decament.			
Pipe Joint Sealer					
Sewer Joint Sealing Compound	3724	Visual Inspection - Acceptance as directed by the Engineer.			

## SALT Schedule of Materials Control - Local Government Agency

## Geosynthetics, Pipe, Tile, Precast/Prestressed Concrete 2 of 2

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)		
Preformed Plastic Sealer for Pipe	3726 Type b	Vigual Ingression Assentance so directed by the Engineer		
Bituminous Mastic Joint Sealer for Pipe	3728	<ul> <li>Visual Inspection - Acceptance as directed by the Engineer.</li> </ul>		
EPS Geofoam	Special Provisions	Visual Inspection - Acceptance as directed by the Engineer. Check for yellow aged material, uniformity and dimensions.		
Geotextile Fabric	3733 and Special Provisions	Obtain Certificate of Compliance stating minimum average roll values (MARV). MARV must meet Project requirements. Fabric must be listed on Geotextile Small Quantity Acceptance List available at http://www.dot.state.mn.us/materials/aggregatedocs/gtxlist.pdf		
Silt Fence	3886 Visual Inspection - Check approved products list.			

## **ELECTRICAL AND SIGNAL EQUIPMENT ITEMS 1 of 2**

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)		
Lighting Standards (Aluminum or Steel)	3811	Visual Inspection - Obtain Certificate of Compliance. The Fabricator will submit "Certificate of Compliance", on a per project basis, to the Project Engineer.		
	2545	Visual Inspection - Check approved/qualified products list.		
<u>Hand Holes</u>	2550	Traffic signal and street lighting projects require hand holes to		
(Precast, PVC, and LLDPE)	2565	be listed on the Mn/DOT Signals Approved Products List (APL).  For cast iron frame and cover: see Metals - Drainage and  Electrical Castings		
Foundation	2545	Check Contract Documents and Special Provisions.		
Conduit and Fitti	ngs			
Metallic	3801			
Wictaino	3802	Visual Inspection - Conduit shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL). For traffic		
Non-Metallic (Rigid	3803	signal and street lighting projects, specific requirements are		
and HDPE)	Special Provisions	contained in the Special Provisions for each project.		
Anchor Rods and Bolts (Cast in Place)	3385	Visual Inspection - Manufacturer must have one yearly passing test from the Department for each anchor rod or bolt type. Prior to installation, obtain copy of Mn/DOT passing test report from supplier. Specs 3385.2 A, B, & C require anchor rod markings per ASTM F 1554 S3. The end of each anchor bolt intended to project from the concrete must be die stamped with the grade identification as follows: Grade 36 = AB36, Grade 55 = AB55, Grade 105 = AB105.		
Anchorages (Drilled <u>In)</u>	Special Provision	Visual Inspection - Check qualified products list.		
<u>Miscellaneous</u> <u>Hardware</u>	T I and siteer iidhr iidhnind droiecis, vanous misceilaneon			

## **ELECTRICAL AND SIGNAL EQUIPMENT ITEMS 2 of 2**

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)			
Cable and Conductors					
Power Conductors	3815.2B1	Visual Inspection - Make certain the conductors are the type			
Loop Detector Conductors (No Tubing)	3815.2B2 (a)	specified. Submit Field Inspection report showing type and			
	3815.2B2(b) 3815.2B3	Visual Inspection - Usually inspected at the distributor.			
	3815.2B5	Documentation showing project number, reel number(s), &			
	3815.2C1 thru .2C8	Mn/DOT test number(s) will be included with each project shipment. If such documentation is not received from Contractor, submit sample for testing along with material			
Electrical Cables and	3815.2C14	certification from manufacturer. Do not use if not tested. Pre-			
Single Conductors with Jacket	Special Provisions	inspected materials will not be tagged; an inspection report to be sent by the Mn/DOT inspector for each shipment. Projet inspectors should verify that the shipping documents agree withis inspection report. Call Steve Grover at 651-366-5540 Cindy Schellack at 651-366-5543 with questions. For trafficial signal and street lighting projects, the Special Provisions for each project contain electrical cable and conductor specifications.			
Fiber Optic Cables	3815.2C13	Visual Inspection - Check approved products list for Traffic Management Systems.			
Ground Rods	2545	Visual Inspection - Check approved products list. Shall be labeled as being listed by a National Recognized Testing			
Giodila Roas	2565	Laboratory (NRTL). Detail materials on Materials Acceptance Summary.			
Luminaires and Lamps  and street lighting projects require lumin listed on the Mn/DOT Lighting Approved/ (APL). The conductors shall be labeled		Visual Inspection - Check approved products list. Traffic signal and street lighting projects require luminaries and lamps to be listed on the Mn/DOT Lighting Approved/Qualified Products List (APL). The conductors shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL) and type, where applicable.			
Electrical Systems		Electrical Systems are to be reported as a "System" using the LIGHTING, SIGNAL AND TRAFFIC RECORDER INSPECTION REPORT. To be certified by the Project Engineer.			
1 ramic Signal 2565 LIGHTING, SIGNAL AND TRAFFIC RECORDER INSE		Traffic Signal Systems are to be reported as a "System" using the LIGHTING, SIGNAL AND TRAFFIC RECORDER INSPECTION REPORT. To be certified by the Project Engineer.			

## SALT Schedule of Materials Control - Local Government Agency

## **Brick, Stone and Masonry Units**

Kind of Material	of Material Spec. No. Min. Required Acceptance Testing (Field Testing Rate)				
Brick					
Sewer (clay) and Building	3612 to 3615	Visual Inspection - Acceptance as directed by the Engineer.			
Sewer (Concrete)	3616	Visual Inspection - Acceptance as directed by the Engineer. Air entrainment required. Obtain air content statement from supplier.			
Concrete Masonry	Units				
Sewer Construction	3621	Visual Inspection - Acceptance as directed by the Engineer. Air entrainment required. Obtain air content statement from supplier.			
Modular Block Retaining Walls	Review Current Special Provisions	Visual Inspection - Note: All lots of block upon delivery shall have Manufacturer or Independent laboratory test results to verify passing both compression and freeze-thaw requirements.  * Wall units and cap units are considered separate block types.			
Reinforced Concrete Cribbing	3661	Visual Inspection - Acceptance as directed by the Engineer. Will be stamped when inspected prior to shipment.			
Stone for Masonry or Rip-Rap	3601 and Special Provisions	Visual Inspection - Acceptance as directed by the Engineer.			
REMARKS: Each source shall be approved by Project Engineer or Supervisor for quality, prior to use. For questions on quality, contact District Materials or Geology Unit.					

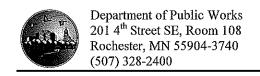
## SALT Schedule of Materials Control - Local Government Agency

## **Miscellaneous Materials**

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)			
Timber, Lumber Piling & Posts	3412 to 3471 & 3491	Visual Inspection - Acceptance as directed by the Engineer. Untreated materials shall be inspected in the field. Treated materials shall be Certified on the Invoice or Shipping Ticket. Material is inspected and stamped by an Independent Agency as per Specification 3491. Contact Laboratory for additional information.			
Miscellaneous pieces and Hardware (Galvanized)	3392 3394	Visual Inspection - Acceptance as directed by the Engineer.			
Insulation Board	3760				
Elastomeric Bearing Pads - Plain or Laminated	3741 and Special	Check dimensions. Check repair of tested pad. Obtain copy of Certificate of Compliance. DO NOT USE ANY PADS THAT ARE NOT CERTIFIED.			
Cotton Duck Bearing Pads	Provisions				

# SALT SCHEDULE OF MATERIALS CONTROL - LOCAL GOVERNMENT AGENCY 2014 See also website <a href="http://www.dot.state.mn.us/stateaid/construction/2014-salt-smc-lga.pdf">http://www.dot.state.mn.us/stateaid/construction/2014-salt-smc-lga.pdf</a> for 2014

32 sheets



#### (2302) CONCRETE PAVEMENT REHABILITATION (CPR) (REV 12/6/13)

#### 2302.1 DESCRIPTION

This work shall consist of performing concrete pavement repairs, load transfer restoration and joint/crack sawing and sealing in accordance with the Concrete Pavement Rehabilitation (CPR) Standard details, and the following.

#### 2302.2 MATERIALS

A	Concrete2461
<b>A.1</b>	Partial Depth Repairs, Type B, Mix No. 3U183105
	Provide a dry, bagged MnDOT Grade 3U18 concrete patch mix, in accordance with 3105. In lieu a 3U18 bag mix, the Contractor will design a mix in accordance with 2461.2.G.2 and 3105. Description the Grade 3U18 concrete mix by weight and mix at the job site.
<b>A.2</b>	Full Depth Repairs, Type C and Type CX, Mix No. 3A32 or 3A32HE2461
	The Concrete Engineer may allow substitute mixes to the above concrete mix types.
В	Reinforcement Bars3301
$\mathbf{C}$	Dowel Bars3302
D	Curing Materials
D.1	Poly-Alpha Methylstyrene (AMS) Membrane Curing Compound3754
D.2	Linseed Oil Membrane Curing Compound3755
D.3	Plastic Curing Blankets3756
D.4	Insulation Board
$\mathbf{E}$	Joint Sealant3725
$\mathbf{F}$	Preformed Joint Filler3702
$\mathbf{G}$	Form Coating Material3902
H	Dowel Bar Retrofit (DBR) Materials
	Submit samples to the Engineer for approval prior to use.
H.1	Retrofit Backfill Patching Materials

Use a pre-blended Non-Shrink Rapid Set Concrete Material for Dowel Bar Retrofit Repairs from MnDOT Approved / Qualified Products list. Use of coarse aggregate extender is allowed in accordance with the manufacturer's recommendations.

#### H.1.a Aggregate Requirements

Limit the combined coarse aggregate extension to the manufacturer's recommended maximum or to a maximum of 50 percent by mass, whichever is less. Provide coarse aggregate extender in accordance with the following:

- Meets quality requirements stated in 3137.2.D.3.
- Meets either the CA-80 or ASTM # 89 coarse aggregate gradation requirements stated in 3137.

#### H.1.b Test Data

At least 7 calendar days before initial DBR installation submit the test data to the Engineer for approval. Choose a pre-blended Non-Shrink Rapid Set Concrete Material for DBR Repairs from the MnDOT approved / qualified products list and perform the following testing:

- Independent Test Data from a AMRL certified laboratory conforming to most current version of ASTM 928 along with the following:
- Include the coarse aggregate extender in the testing, if planned for use in the actual repairs,
- Test results for Freeze-Thaw (ASTM C666 Procedure A),
- Length Change of Hardened Hydraulic Concrete (ASTM C157 as modified by ASTM C928)
- Compressive Strength (ASTM C39), In addition to the compressive strengths at 3 hours, 1 day, 7 days and 28 days required by ASTM 928 cast additional samples (sets of 3) and test at 4, 5, 6, 8 and 36 hours

### H.1.c Laboratory Testing Requirements

Supply a pre-blended Non-Shrink Rapid Set Concrete Material for DBR Repairs meeting the following requirements:

- Freeze-Thaw (ASTM C666 Procedure A), the concrete is required to have a Relative Dynamic Modulus of 80% or greater at 300 cycles.
- Shrinkage test results less than 0.10 percent, when performed in accordance with ASTM C157, modified by ASTM C928 with initial testing starting after a 3-hour cure time.
- 4 inch by 8 inch compressive cylinder strength results (average of 3) at 3 hours, 1 day, 7 day, and 28 day are required to meet the compressive strengths requirements stated in ASTM 928. Compressive strengths for 4, 5, 6, 8 and 36 hours are for information only.

The Concrete Engineer, in coordination with the Engineer, will review the mix design submittal and test data and will approve the materials and mix design for compliance with the Contract.

The Contractor assumes full responsibility for the mix design and performance of the concrete.

As long as the proposed coarse aggregate is from the same source as the test data, all test data will remain in effect for a period of 5 years from the date of mixing as determined by the MnDOT Concrete Engineer.

The Engineer determines final acceptance of the concrete for payment based on satisfactory field placement and performance.

#### H.2 End Caps

Provide tight fitting, nonmetallic non-organic end caps that will allow for a ¼ inch [6 mm] expansion movement of the dowel bar at each end.

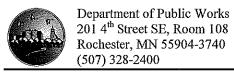
### H.3 Compressible Foam Core Board

Provide at least 3/8 inch [9 mm] thick compressible foam core board material constructed of rigid Styrofoam or closed cell foam faced with poster board material or plastic faced material on each side to reestablish the crack/joint the full width and depth of the slot, as shown in the Plan detail. The Engineer will not permit multiple pieces to obtain the proper thickness or height. Preformed Joint Filler conforming to 3702 is not allowed.

#### H.4 Dowel Bar Support Chairs

Provide two, nonmetallic support chairs that are either epoxy coated steel in accordance with ASTM A 884/A 884M or fabricated of commercial quality nonmetallic, non-organic material to support each dowel bar. The chairs when placed shall press securely against the slot face to firmly hold the dowels in the proper position while the backfill material is placed and consolidated.

## H.5 Caulking Filler



Provide any commercial caulk that is designed as a crack sealant that is compatible with the proposed patching material. Use the caulking filler for sealing the existing joint or crack at the bottom and sides of the slot as shown in the Dowel Bar Retrofit detail.

## 2302.3 CONSTRUCTION REQUIREMENTS

#### A Concrete Mixture Requirements

Incorporate concrete into the concrete pavement rehabilitation repairs in accordance with Specification 2461, the Plan, Concrete Pavement Rehabilitation (CPR) Standard details, and the following.

Batch and mix all concrete used for Partial Depth Repairs (Type B) on site in a paddle type mixer. The Engineer may consider the use of a mobile mixer designed for this purpose in accordance with 2461.

When anticipated time to opening for construction equipment or general traffic is less than 7 calendar days, and the ambient temperatures are anticipated to remain at or above 60°F [15°C] during the curing time, provide an approved admixture, as outlined in Table 2302-1. The mix design will include the admixtures solution as part of the total recommended mixing water.

TABLE 2302-1				
	Concret	te Mixes for Opening <sup>-</sup>	<u> Fimes</u>	
Anticipated Minimum Time to Opening *		Admixture Dosage & Type		Testing and Strength Required for Opening
	Concrete Mix Grade	Based on manufacturer's recommended dosage rate	Mix Design Responsibility	Based on ambient cure time temperatures remaining at or above 60°F [15°C]
≥ 7 calendar days	3U18    3A32	2461	2302 2461	None π
72 hours to < 7 calendar days *	3U18    3A32HE	Type A ‡	2302 2461	None*#π
36 hours to < 72 hours	3U18	Type A ‡	2302 2461	Control Cylinders as per 2302.3.B.4 # π
12 hours to < 36 hours	3U18    <b>†</b> 3A32HE **	As Needed §	2302 2461	Control Cylinders as per 2302.3.B.4 # π

- \* If at any time the ambient temperature falls below 60°F [15°C] during the curing time, use control specimens to determine opening times in accordance with 2302.3.B.4.
- The maximum slump for 3U18 mixes measured after 5 minutes is 1 inch [25 mm].
- † Accelerating admixtures are not allowed when the ambient air temperature exceeds 80°F [27°C] without the
  - approval of the Concrete Engineer.
- \$\pmu\$ Use manufacturer's recommended dosage rate to achieve 3000 psi minimum compressive strength or 500 psi flexural strength at the time of opening.
- # The Contractor may request to the Engineer a reduction in the number of control specimens required based on control specimen strengths and site conditions.
- § In addition to the admixtures allowed in 2461, Type C, E and F admixtures are allowed. Because of

#### **TABLE 2302-1**

### **Concrete Mixes for Opening Times**

the increased rate of hardening of concrete that incorporate accelerating type admixtures, take extra precautions as necessary to ensure satisfactory finishing, curing, and protection of the concrete repairs. The Contractor assumes full responsibility for the mix design and performance of the concrete. The Engineer determines final acceptance of concrete for payment based on satisfactory field placement and performance.

- \*\* Do not use admixtures that contain calcium chloride in Type C Repairs.
- π Do not allow construction vehicles or general traffic on Type B and C repairs unless a minimum of 12 hours have elapsed <u>and control cylinders achieve a minimum compressive strength</u> of 3000 psi or 500 psi flexural strength.

#### A.1 Placement Limitations

#### For (Type A) Repairs:

- a) Do not place joint sealant when the ambient temperature is below 40°F [5°C], nor when the joint faces show signs of frost or moisture.
- b) Do not perform Type A repairs until the concrete grinding operations are completed.
- c) If the pavement joints are widened, seal the joints before traffic is placed on the repairs.
- d) Do not place joint sealant outside of the manufacturer's temperature recommendations.

### For (Type B) Repairs:

- a) Do not place concrete at ambient temperatures less than 50°F [10°C] or when in-place pavement temperatures are below 50°F [10°C].
- b) Do not place any concrete mixture after October 15<sup>th</sup>.
- c) Do not place epoxy resin adhesive or non-shrink grout for bonding reinforcement bars to in place concrete outside of the manufacturer's temperature recommendations.

## For (Type C) Repairs:

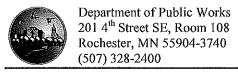
- a) Place concrete in accordance with 2461 and 2302.3.B.3.c in these provisions.
- b) Do not place any concrete mixture after October 15th, unless approved by Concrete Engineer, in conjunction with the Engineer, and an approved cold weather protection plan is in place.
- c) Do not place epoxy resin adhesive or non-shrink grout for bonding reinforcement bars or dowel bars to in place concrete outside of the manufacturer's temperature recommendation.

#### For Dowel Bar Retrofits:

- a) Do not place pre-blended Non-Shrink Rapid Set Concrete Material when the pavement temperatures are above 90°F [30°C].
- b) Maintain pre-blended Non-Shrink Rapid Set Concrete Material temperature at or below 90°F [30°C].

#### For Concrete Grinding:

- a) Do not grind the concrete unless the openings times and minimum strengths established in either Table 2302-1 or 2302.3.B.5.a in these provisions have been met.
- b) The Engineer will schedule a pre-grinding meeting at the project site. At the pre-grinding meeting, submit to the Engineer in writing the proposed Slurry Management Plan the grinding contractor will utilize to remain in conformance with 1717. At the pre-grinding



meeting, the Engineer and Contractor will review the site to identify the environmentally sensitive areas.

#### B General

Establish traffic control 1-day in advance of the beginning of the rehab operation for rehab surveys and locations.

#### B.1 Removals

Dispose of all removals outside the right of way in accordance with 2104 to the satisfaction of the Engineer.

Repair any damage to any in-place pavement, roadway structure, joints, shoulders or appurtenance caused by the Contractor's operations as directed by the Engineer prior to final acceptance at no cost to the Department. Replace bituminous shoulder pavement, as directed by the Engineer, as an incidental cost to performing adjacent concrete repairs.

To prevent concrete pavement blow ups, saw full-depth relief cuts in the adjacent lanes and remove a transverse section 4 inches [100 mm] wide by full-width of the slab as the Contractor determines necessary to protect the existing concrete pavement. If the Contractor chooses not to saw a relief cut and damage is caused to the remaining concrete pavement, the Contractor shall make repairs as directed by the Engineer, at no cost to the Department. Prior to opening to traffic, backfill the void formed after concrete removal with Class 5 or other material as approved by the Engineer at no cost to the department. Maintain the backfill material flush within a tolerance of +/- 1/2 inch [+/-13 mm] with adjacent concrete.

## **B.2** Placing and Finishing Concrete

Use concrete placing and finishing procedures that do not result in rounding of the surface at any joints or headers.

Reestablish longitudinal and transverse joints and cracks according to Joint Repair (Type A1) detail.

Edging is required adjacent to all inserts and forms in fresh concrete.

Fill overlaps in saw cuts from removal operations with an approved hot pour joint sealant at no cost to the Department.

Assure that concrete repairs do not protrude beyond the original cross-section of the pavement by more than 3/8 inch [10 mm] by forming or sawing the edges.

Provide surface texturing for skid resistance to all repairs consisting of brooming in the long dimension of the repair including when concrete grinding is to take place. Tine Type C repairs that abut existing concrete surfacing in the same manner that they were tined during the original construction. When concrete grinding is required, tining is not required.

### **B.3** Concrete Curing and Protection

After completing final finishing operations, cure all exposed concrete surfaces. Use one of the following curing methods:

- (1) For Type B Repairs, place the membrane curing compound conforming to 3754 or 3755 within 10 minutes of concrete placement or once the bleed water has dissipated unless otherwise directed by the Engineer in accordance with 2302.3.B.3.a.1.
- (2) For Type C Repairs, place the membrane curing compound conforming to 3754 or 3755 within 30 minutes of concrete placement or once the bleed water has dissipated unless otherwise directed by the Engineer in accordance with 2302.3.B.3.a.1. Place the

- membrane curing compound on the edges within 30 minutes after permanent removal of the forms or curing blankets unless otherwise specified in the Contract.
- (3) Place plastic curing blankets or completely saturated burlap curing blankets as soon as practical without marring the surface in accordance with 2302.3.B.3.a.2.

Whenever weather conditions are such as to cause unusual or adverse placing and finishing conditions or equipment failures occur, expedite the application of a curing method or temporarily suspend the mixing and placing operations, as the conditions require.

If necessary to remove the coverings to saw joints or perform other required work, remove the covering for the minimum time required to complete that work.

Failure to comply with the above provisions will result in the Engineer, in conjunction with the Concrete Engineer, applying a monetary deduction in accordance with 1503 and 1512 and the following:

- (1) For Type B Repairs, the Department will apply a monetary deduction of 100% of the unit bid price for the concrete in question.
- (2) For Type C Repairs, the Department will apply a monetary deduction of \$50.00 per cu. yd [\$65.00 per cu. m] or 50% of the Contractor-provided invoice amount for the concrete in question, whichever is less.

The Contractor may remove and replace the Type B or Type C Repairs at their own expense in lieu of the monetary deduction.

### **B.3.a** Curing Methods

### **B.3.a.1 Membrane Curing Method**

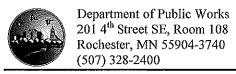
Before application, agitate the curing compound as received in the shipping container to obtain a homogenous mixture. Protect membrane curing compounds from freezing before application. Handle and apply the membrane curing compound in accordance with the manufacturer's recommendations.

Apply the curing compound in accordance with the following:

- (1) At a rate of 1 gal per 150 sq. ft [1 L per 4 m<sup>2</sup>] of surface curing area.
- (2) Apply curing compound homogeneously to provide a uniform, solid, white opaque coverage on all exposed concrete surfaces (equal to a white sheet of typing paper). If using a Department approved curing compound with a non-white base color, apply the compound to provide a uniform, solid, opaque consistency meeting the intent of the requirement in this section.
- (3) If the curing compound is damaged during the curing period, immediately repair the damaged area by re-spraying.
- (4) If the Engineer determines that the initial or corrective spraying result in unsatisfactory curing, the Engineer may require the Contractor to use the blanket curing method at no additional cost to the Department.

Use an airless spraying machine for applying the curing compound on the concrete that complies with the following:

- (1) A re-circulating bypass system that provides for continuous agitation of the reservoir material,
- (2) Separate filters for the hose and nozzle, and
- (3) Multiple or adjustable nozzle system that provides for variable spray patterns.



### **B.3.a.2** Blanket Curing Method

After completion of the finishing operations and without marring the concrete, cover the concrete with curing blankets. Install in a manner that envelops the exposed concrete and prevents loss of water vapor. After the concrete has cured, apply membrane curing compound to the concrete surfaces that will remain exposed in the completed work.

#### **B.3.b** Protection Against Rain

Protect the concrete from damage due to rain. Have available, near the site of the work, materials for protection of the edges and surface of concrete. Should any damage result, the Engineer will suspend operations until corrective action is taken and may subject the rain-damaged concrete to 1503 and 1512.

### B.3.c Protection Against Cold Weather for Full Depth (Type C) Repairs

If the national weather service forecast for the construction area predicts air temperatures of 36 °F [1 °C] or less within the next 24 h and the Contractor wishes to place concrete, submit a cold weather protection plan.

Protect the concrete from damage including freezing due to cold weather. Should any damage result, the Engineer will suspend operations until corrective action is taken and may subject the damaged concrete to 1503 and 1512.

#### **B.3.c.1** Cold Weather Protection Plan

Submit a proposed time schedule and Plans for cold weather protection of concrete in writing to the Engineer for acceptance that provides provisions for adequately protecting the concrete during placement and curing. Include a method of monitoring the concrete temperatures. Ensure concrete pavement repair temperatures remain above 32° F [0° C] for the entire cure time as defined in 2302.3.B.4 (c). Do not place concrete until the Engineer accepts the Contractor's cold weather protection plans.

#### **B.4** Opening to Construction Equipment and Traffic

The Engineer will not allow the Contractor to open concrete pavement repairs to construction equipment / vehicles, concrete grinding equipment, cleanup equipment or, general public traffic unless one of the following requirements has occurred:

- a) Attained an age of 7 days, or
- b) Meet the mix design, admixture and temperature requirements outlined in Table 2302-1 and attained a minimum age of 72 hours, or
- c) Reached a minimum age of 12 hours **and** minimum flexural strength of 500 psi [3.44 Mpa] or minimum compressive strength of 3000 psi [20.6 Mpa].
- d) For dowel bar retrofits repairs, reached a minimum age of 4 hours **and** minimum flexural strength of 500 psi [3.44 Mpa] or minimum compressive strength of 3000 psi [20.6 Mpa].
- e) For both c) and d) above, the Contractor will cast and cure the control specimens in accordance with 2461. The Engineer will test the control specimens in accordance with ASTM C39. If the Engineer is unable to test the control specimens the Contractor will test the control specimens in accordance with the following:
  - i) Supply and operate (in the presence of the Engineer) a calibrated mechanical or hydraulic concrete cylinder testing machine, in accordance with ASTM C39;
  - ii) Perform testing at a distance no greater than 30 miles from the control specimen fabrication site; and
  - iii) At no additional cost to the Department.

When opening times are less than 3 days, provide the Engineer with a letter from the manufacturer stating the required minimum cure times of the Epoxy Resin Adhesive (ERA) or Non-Shrink Grout (NGS) used to anchor either the dowel bars or reinforcement bars comply with the early opening times. Do not open to construction equipment or traffic until the manufacturer's recommended minimum cure times are met.

Once one of the above conditions has been met, sweep the portion of the closed traffic lane with a power pick-up broom prior to opening. Use water to control dust at the discretion of the Engineer.

## C Type A Repairs

Type A repairs include: Variable Width Joint Crack Repair / Joint Repair (Type A1) and Variable Width In place Joint or Crack Repair / Joint Repair (Type A2).

Saw and clean transverse and longitudinal joints or cracks as specified below, in preparations for sealing, seal joints or cracks.

### C.1 Removals

When performing Variable Width Joint Crack Repair / Joint Repair (Type A1):

Remove the in place joint sealer if applicable. The Contractor may remove the in place joint sealer in conjunction with widening of the in place joint or crack.

Widen in place or newly constructed transverse or longitudinal joint or crack by saw cutting and to a depth shown on the Variable Width Joint Crack Repair / Joint Repair (Type A1) detail. Freshly saw both joint faces. Do not widen the in place joint or crack greater than 1/4 inch [6 mm] from its existing width.

When performing the Variable Width In Place Joint or Crack Repair / Joint Repair (Type A2):

Remove all of the existing joint seal material from the in place joint insofar as possible with ripping teeth, wire brush, sawing or other reasonable equipment to the satisfaction of the Engineer.

Do not use equipment that will cause spalling of the payement surface.

### C.2 Preparation

Thoroughly clean all joints and cracks by water flushing immediately after sawing.

After joint has dried, sandblast then air blast.

Assure that the joints or cracks are clean, dry, and free of all incompressible material before applying sealant.

#### C.3 Repair

Install a closed cell backer rod when joints or cracks are 1/4 inch [6 mm] or greater. Install backer rod of a diameter and to the depth shown on the Joint Repair (Type A) details.

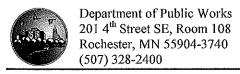
Use a MnDOT Approved hot pour joint sealer meeting the requirements of 3725.

Apply joint sealer in accordance with the Manufacturer's recommendations.

Fill joints or cracks to 1/16 inch [1.6 mm] below the pavement surface. Any overfilling of hot pour joint sealer will require removal and replacement by the Contractor at no cost to the Department.

### D Type B Repairs

Type B Repairs include: Partial Depth Repair (Type BA), Partial Depth Repair Special (Type BE), and Joint and Crack Repair (Type B3).



Remove deteriorated concrete at designated (Type B) repair areas, reestablish joints and cracks, furnish, place, and cure 3U18 concrete to the original slope and grade, saw and seal newly reestablished joints.

#### D.1 Removals

The Engineer will not allow "Jackhammers" for partial depth concrete removals. Removal chipping hammers are limited to a maximum rated weight of 35 pounds [15.9 kg].

Equip milling machines used for concrete removal with a device for stopping at preset depths to prevent damage to the dowel bars.

Remove the concrete surface and all deteriorated concrete in the designated repair areas to a minimum depth of 2 inches [50 mm].

Do not damage the dowel bars during the removal process. Any damage is the responsibility of the Contractor.

Remove the concrete surface in the designated repair area by either of the following:

- a) Milling transversely or longitudinally. Chip-out secondary spalling resulting from the contractor's removal operations at no cost to the Department.
- b) Delineate the repair area by saw cuts and chipping back the saw cuts to a 30°- 60° angle.

#### D.2 Preparation

If dowel bar or reinforcement bars cross-sectional loss due to corrosion is slight, place duct tape over the dowel bar, or another bond breaking material approved by the Engineer. Cut or burn-off the bar if the dowel bars are misaligned, exhibit corrosion to a greater degree or if the end of the dowel is exposed. If this involves more than three adjacent dowels, remove and replace the entire joint with a Full Depth Repair (Type CD).

Sandblast then air blast repair.

Drill and grout No.4 epoxy coated reinforcement bars for Partial Depth Repair Special (Type BE). Maintain a minimum of 2 in [50 mm] concrete cover around bar. Install additional drill and grout No.4 epoxy coated bars at 6 in [150 mm] center-to-center while maintaining the minimum concrete cover.

The installation of the preformed joint filler is required before concrete placement in order to reestablish the joint or crack within the repair and to prevent the infiltration of the concrete into the crack or joint that runs through the repair. Allowing concrete to infiltrate into the joint or crack may cause the repair to fail. In some instances (mainly when concrete is removed under dowel bars), the preformed joint filler will not completely plug the joint or crack within the repair. If this circumstance is encountered, remove a section of the dowel to allow the placement of the preformed joint filler or place clean concrete sand to fill the void below the joint filler.

The practice of using sand in places where joint filler installation is impractical may result in a reduced repair life and is meant to be used on an occasional basis. Therefore, the Engineer should make an early determination of the extent of this type of fix and may want to use a Full Depth Repair (Type CD) in lieu of the Crack and Joint Repair (Type B3).

Provide and place bonding grout to the prepared concrete repair surface consisting of 2 parts of Type I or Type I/II portland cement and 1 part sand, mixed with sufficient water to form a slurry with the consistency of cream. Mix the grout mechanically and apply by brushing or scrubbing (with a stiff bristle broom) on to the in place concrete surface and then immediately placing concrete after grouting. If the grout dries or whitens, sandblast again and reapply grout. The life of the grout shall not exceed one (1) hour.

### D.3 Repair

Furnish, place, finish and cure MnDOT Grade 3U18 as replacement concrete for all Type B repairs.

Provide a repaired surface tolerance that does not vary by more than 1/8 in [3 mm] from the existing pavement surface as measured with a straight edge placed over the joint. Replace or grind the repair as necessary to correct deficiencies.

Apply surface texture, placing cement and sand slurry (bonding grout) around the outside edges of the repair, cure and protect the concrete.

Saw and seal reestablished joints and cracks within Type B repairs in accordance with the Variable Width Joint Crack Repair / Joint Repair (Type A1).

### E Type C Repairs

Type C Repairs include: Full Depth Repair (Type CD-LV), Full Depth Repair (Type CD-HV), Pavement Replacement (Type CX), Full Depth Repair (Type CA-LV), Spot Full Depth Repair (Type C1-LV) and Utility Trench Full Depth Repair (Type C2).

All repairs with the designation LV are intended for use on non-state designated roadways only. The Full Depth Repair (Type C1-LV, Type C2-LV and CA-LV) are for use on projects with small quantity of repairs. Contact the Concrete Engineering Unit for recommendations.

Saw cut concrete full depth and perform full-depth concrete removal; restore and compact the grade; install reinforcement bars, dowel bars, or both; and furnish, place, finish, and cure concrete and saw and seal joints.

### E.1 Removals

Saw cut the concrete pavement full depth.

Remove in place concrete pavement. Removal of the concrete pavement must take place within 48 hours of the full depth saw cutting, unless otherwise allowed by the Engineer.

Repair or replace any damage to the adjacent pavement that occurs during the removal process to the satisfaction of the Engineer and at no cost to the Department.

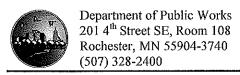
#### E.2 Preparation

Furnish and install 18 in x 1 in [460 mm x 25 mm] diameter dowel bars in conformance with Specification 3302 and details, or when the Full Depth Repair is used in the longitudinal direction furnish and install 18 in [460 mm] No. 8 epoxy coated reinforcement bars, in lieu of the dowel bars, in conformance with Specification 3301 and details. Provide dowel bars or reinforcement bars that are free of dirt, grease, oil or other foreign material.

Provide a drill assembly that will drill into the face of the concrete slab for reinforcement bars or dowel bars. Drill holes to the manufacturers recommended inside diameter (usually 1/8 in larger than the dowel bar or reinforcement bar) and to the tolerances shown below. Space the holes as shown in the appropriate Full Depth Repair (Type CD) detail.

Install dowel bars in Full Depth Repair (Type CD-LV), Full Depth Repair (Type CD-HV) and if applicable the Spot Full Depth Repair (Type C1-LV) in accordance with the following tolerances:

- a) The final placement of the dowel bars is 9 in [225 mm] into the face of the in place concrete slab.
- b) Parallel to the top of the pavement within +/- 1/4 in [3 mm] in 9 in [225 mm].



- c) Parallel to the other dowel bars within +/- 1/8 in [1.5 mm] in 9 in [225 mm].
- d) Parallel to the roadway centerline +/- ½ in [6 mm] in 9 in [225 mm].

Place dowel bar baskets assemblies as outlined in the Pavement Replacement (Type CX) and Full Depth Repair (Type CA-LV) details.

Use either the Epoxy Resin Adhesive (ERA) or Non-Shrink Grout (NGS) Installation Method to anchor the dowel bars and reinforcement bars into the concrete. Clean and prep the drilled holes in accordance with adhesive manufacturer's recommendations.

#### E.2.a Epoxy Resin Adhesive (ERA) Installation Method

From the approved products list furnish an ERA material with a stated application of anchoring dowel bars or reinforcement bars. Provide to the Engineer an installation data sheet from the manufacturer. The ERA will meet AASHTO M 235 Type IV (Load Bearing Applications), Grade 3 (Nonsagging consistency) and of a Class (Temperature Range) to match the pavement temperature at the time of application. ERA Class (Temperature Range) designations are as follows:

- (1) Class A, for use below 40°F [4°C].
- (2) Class B, for use between 40°F and 60°F [4°C and 15°C].
- (3) Class C, for use above 60°F [15°C] the highest allowable temperature to be defined by the manufacturer of the ERA.

When pavement temperatures are below 40°F [4°C] use Class A, when pavement temperatures are between 40°F and 60°F [4°C and 15°C] use either Class A or B, when pavement temperatures are above 60°F [15°C] use Class A, B or C.

ERA injection can be by either a mechanical caulking apparatus or a pneumatic injection system and have a nozzle capable of reaching and filling the back of the drill hole. Fill drill hole and insert dowel or reinforcement bars in accordance with the manufacturer's recommendations.

Final approval of the injection system and methods used to anchor dowels or reinforcement bars will be based on actual field performance as verified by random coring.

#### E.2.b Non-Shrink Grout (NSG) Installation Method

From the approved products list furnish a NSG material with a stated application of anchoring horizontal dowel bars or reinforcement bars. Provide to the Engineer an installation data sheet from the manufacturer of NSG material.

Provide either self-contained grout capsule or pre bagged NSG utilizing an injection system capable of reaching and filling the back of the drill hole.

Final approval of the methods used to anchor dowels or reinforcement bars will be based on actual field performance as verified by random coring.

### E.3 Prior to Concrete Placement

When placing concrete adjacent to in place concrete pavement joints, protect all ends of transverse joints to the satisfaction of the Engineer to prevent concrete mortar from infiltrating into the existing joints and causing compression spalls.

Do not remove any preformed joint filler used in the re-establishment of joints in Type C repairs, except by sawing or as allowed by the Engineer.

#### E.4 Repair

Furnish, place, finish, and cure Grade 3A32 or 3A32HE concrete for all Type C repairs.

Provide a repaired surface tolerance that does not vary by more than 1/8 in [3 mm] from the existing pavement surface as measured with a straight edge placed over the joint. Replace or grind the repair as necessary to correct deficiencies.

Restore contraction joints by green sawing to a depth of 1/3 of the pavement thickness.

Construct L2KT longitudinal joints unless otherwise directed by the Engineer.

Saw and seal joints and cracks involving Type C repairs in accordance with Joint Repair (Type A1) detail.

#### E.5 Dowel Bar Anchoring Test Section

Provide a dowel bar anchoring test section consisting of a complete Full Depth Repair (Type CD) at a site directed by the Engineer at least one (1) day prior to startup of major Full Depth Repair (Type CD) operations. Perform the dowel bar anchoring test section as follows:

- a) Saw cut and remove in place pavement to the dimensions shown on the Full Depth Repair (Type CD) detail.
- b) In the test section drill and install either 6 or 11 dowels in accordance with appropriate Full Depth Repair (Type CD).
- c) Use either an MnDOT approved Epoxy Resin Adhesive or Non-Shrink Grout as an adhesive to secure the dowel bars to the in place concrete pavement.
- d) Cure the dowel bar anchoring adhesive at least 4 hours before coring.
- e) DO NOT PLACE CONCRETE IN THE DOWEL BAR TEST SECTION.
- f) The Engineer will identify and mark three (3) core locations on a single side of the Full Depth Repair (Type CD).
- g) Take three (3) 6 inch [150 mm] diameter full depth cores centered on the dowel and 1 1/2 inch from the sawed vertical face.

The Engineer in conjunction with the Concrete Engineer will determine if the anchoring of the dowels is acceptable. All cores will become the property of the Engineer.

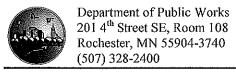
If the Engineer determines the anchoring of the dowels is acceptable:

- a) The Engineer will notify the Contractor to begin production operations.
- b) The Engineer's continued acceptance is based on satisfactory placement and performance.
- c) Place a full depth saw cut offset 1 foot from the vertical face of the test section.
- d) Completely remove the cored side of the dowel bar test section.
- e) Drill and anchor a new set of dowels as shown on the Full Depth Repair (Type CD).
- f) The Engineer will pay for the work in this paragraph at the unit bid price of Full Depth Repair (Type CD) and Pavement Replacement (Type CX).
- g) The working days for the test section are built into the total Contract Time.

If the Engineer determines the anchoring of the dowels is **not** acceptable:

- a) The Engineer will require the removal of the first test section.
- b) The Engineer will require another test section at the contractor's expense.
- c) The Engineer will not extend the contract time for the additional test section.

The Engineer will consider the work in this section as incidental to the unit bid price for Full Depth Repair (Type CD) and Pavement Replacement (Type CX).



Provide traffic control for the test section in accordance with "Temporary Traffic Control Zone Layouts" or as shown in the Plans.

#### E.6 Dowel Bar Anchoring Assurance

At the Engineer's discretion, the Contractor will take additional cores to confirm consistent dowel bar or reinforcing steel anchoring. For each 1500 Lineal Feet of Full Depth Repair (Type CD), the Engineer will randomly choose two separate repairs and mark two dowel bars for assurance coring. The Engineer will review the cores to determine if the anchoring operations remain acceptable. If the dowel bars show excessive air voids exist in the dowel bars adhesive, take additional cores as directed by the Engineer to determine the severity.

The Engineer will suspend Full Depth Repair operations if dowel bars are anchored improperly. Operations will not resume until the Contractor has demonstrated to the Engineer that the problem which caused the air voids is corrected.

If the cores show proper anchoring, back fill core holes with concrete mix 3U18.

When the coring operations have shown no problems with the Contractor's dowel bar anchoring operations, the Engineer may decrease the frequency to two (2) assurance cores for every 3000 lineal feet of Full Depth Repair (Type CD).

The Engineer will consider the work in this section as incidental to the unit bid price for Full Depth Repair (Type CD) and Pavement Replacement (Type CX).

## F Dowel Bar Retrofit

Retrofit dowel bars in mainline joints and/or mid panel cracks as shown on the Plans. Perform Dowel Bar Retrofits only after all other repairs are completed on the joint or crack.

#### F.1 Removal

Schedule operations so that all concrete removed during any work shift is replaced with dowel bars and backfill material prior to the time the lane is re-opened to traffic.

Employ saws equipped with gang mounted diamond blades capable of cutting the required amount of slots in each wheel path simultaneously. Vacuum up and remove water and saw residue from the pavement surface. Skewed joints or cracks may require slots longer than that specified in the details. The Engineer will not provide compensation for the additional sawing or any component of the dowel bar retrofit beyond the limits shown on the detail required to ensure at least 7 inches [175 mm] of dowel bar is placed on each side of the joint or crack. Limit traffic to five (5) days on sawn slots prior to completing the retrofit operation. For smaller projects (100 bars or less), the Engineer may allow walkbehind saws instead of slot saws as long as a template is used to ensure the slot locations are within the tolerances specified on the Dowel Bar Retrofit detail and below.

Make two saw cuts in the pavement to outline the longitudinal sides of each dowel bar slot. Saw the slots to the depth and length that allows placing the dowel at mid-depth in the pavement slab. Place the slot saw cuts:

- a) Parallel to the top of the pavement within +/- ¼ in [6 mm] in 18 inches [225 mm].
- b) Parallel to the other slots within +/- 1/8 in [3 mm] in 18 inches [225 mm]
- c) Parallel to the roadway centerline +/- ½ in [13 mm] in 18 inches [225 mm]. Always measure dowel bar offsets from the roadway centerline.

Remove the concrete between the parallel saw cuts with a chipping hammer. Do not punch through the bottom of the slot or dislodge the pavement that is to remain in place. During concrete removal operations, use a small brush hammer as necessary to produce a flat, level surface within the slot

for placing the bar in the proper location. Dispose of the removal debris on a daily basis, unless otherwise approved by the Engineer.

#### **F.2** Preparation

#### F.2.a **Slot Cleaning and Preparation**

Sufficiently clean the bottom of the slots with a chipping or brush hammer to allow the dowel bar assembly to sit parallel to the pavement surface.

If needed dry the slot before sandblasting with a high pressure air blasting heat lance.

Sandblast the vertical sides and bottom of the slot after the concrete removal operations to remove all loose debris and saw residue. Continue to sandblast until all the sawing residue is removed and the vertical sawed faces are rough to the touch. The Contractor may recommend alternative methods of roughening for approval by the Engineer. The Engineer will require additional sandblasting if the slots become wet from any source after initial sand and air blasting other than 2302.F.3.

Immediately before beginning sealing of the joint or crack inside the slot, further clean all exposed surfaces and cracks with a "moisture and oil free" high pressure air blasting of 150 psi [1035] kPa] minimum.

Protect traffic from sand and air blasting in a manner approved by the Engineer.

### **Sealing Joints and Cracks in Slot**

After sand and air blasting the slot, seal the bottom and sides of the crack with caulking material to keep the patching material from leaking into the joint or crack. Cure caulking material for a minimum of 2 hours or until tack free or according to the manufacturer's recommendations, whichever is longer, prior to placing the approved rapid set non-shrink concrete. The caulking filler shall not extend 3/8 in [9] mm] beyond each side of the existing joint or crack. The Contractor may complete sealing of the cracks in conjunction with furnishing and installing the dowel assembly.

#### Placing Dowel Assembly into Slot F.2.c

Supply dowel bar chairs that provide a minimum of 1/2 in [13 mm] clearance between the bottom of the dowel and the bottom of the slot and with sufficient rigidity to hold the dowel bar in place during concrete placement and vibratory consolidation.

Furnish and install compressible foam core board at least 3/8 in [9 mm] thick and a minimum of 1/8 in [3 mm] thicker than the joint / crack to ensure no leakage of patching material into the crack. The compressible foam core board is to maintain the transverse joint / crack as through the slot. The compressible foam core board will remain in position and tight to all edges during placement of the concrete. If the compressible foam core board shifts during construction operations, remove and replace the dowel bar retrofit at the Contractor's expense.

Apply form release agent as a bond breaker on dowel bars **prior** to their placement in the slots.

Install dowel assembly that has the bond breaker applied and is fitted with the compressible foam core board material, the support chairs, and the ¼ in [6 mm] expansion caps on both ends into the slot in accordance with the following:

- Parallel to the top of the pavement within +/- ¼ in [6 mm] in 18 inches [225 mm]. a)
- b) Parallel to the other slots within +/- 1/8 in [3 mm] in 18 inches [225 mm].
- Parallel to the roadway centerline +/- ½ in [13 mm] in 18 inches [225 mm]. (Always c) measure dowel bar offsets from the roadway centerline)
- Minimum of 1/2 in [13 mm] clearance between the bottom of the dowel and the bottom d) of the slot.

#### **F.3** Repair



Thoroughly moisten (with potable water) all surfaces of the slot immediately prior to filling with backfill material. The Engineer will not allow standing water in the slot.

Fill each prepared slot with an approved rapid set non-shrink concrete for dowel bar retrofit repairs. Ensure the compressible foam core board remains upright over the existing joint or crack during the backfill operation. Vibrate the rapid set non-shrink concrete with a small 1 inch [25 mm] diameter hand-held vibrator capable of thoroughly consolidating the concrete around the dowel bar and support chairs and without segregation.

Finish the concrete flush to within a tolerance of 1/16 in [1.5 mm] above the adjacent concrete surface. When concrete grinding is part of the Contract, leave the surface of the backfill material 1/4 in [6 mm] above the adjacent concrete surface.

Immediately after final finishing, coat concrete with a membrane curing compound in accordance with 2302.3.B.3.

#### F.4 Test Section

Provide a test section consisting of complete dowel bar retrofit at a site directed by the Engineer at least three (3) days prior to startup of major operations as follows:

- a) Install 24 retrofit dowels in the test section.
- b) The Engineer will identify and mark three (3) locations for coring.
- Take three (3) 6 in [150 mm] diameter full depth cores at least 4 hours after completion of the test section.

The Engineer will determine if the retrofitting operation is acceptable.

If the Engineer allows the retrofitting operation to continue:

- a) The Engineer will notify the Contractor to begin production operations.
- b) The Engineer's continued acceptance is based on satisfactory placement and performance.
- c) Completely remove and replace the dowel installation where the core samples were taken.
- d) The Engineer will pay for the work in this paragraph at the unit bid price for Dowel Bar Retrofit.
- e) The working days for the test section are built into the total Contract Time.

If approval of the retrofitting operation is not given:

- a) The Engineer will require the removal of the first test section.
- b) The Engineer will require another test section.
- c) The Engineer will not extend the contract time for the additional test section.

Provide traffic control for the test section in accordance with "Temporary Traffic Control Zone Layouts" or as shown in the Plans.

The Engineer will consider the work in this section as incidental to the unit bid price for Dowel Bar Retrofit.

#### F.5 Opening to traffic

The Engineer will not permit traffic by the public or Contractor on the newly placed concrete patching material until adequate strength is achieved, according to the manufacturer's recommendations or 3000 psi [20.6 MPa] whichever is greater.

#### F.6 Dowel Placement Alignment Assurance

At the Engineer's discretion, the Contractor will take additional cores to confirm consistent dowel placement and proper consolidation for each 600 bars placed. The Engineer will randomly mark two retrofit locations for assurance coring. The Engineer will review the cores to determine if the retrofitting operation is acceptable. If the dowels are located incorrectly or air voids exist around the dowel bars, take additional cores, as directed by the Engineer, to determine the severity.

The Engineer will suspend dowel retrofitting operations if dowels are installed improperly. Dowel retrofitting operations will not resume until the contractor has demonstrated to the Engineer that the problem which caused the improper dowel positions or air voids is corrected. Replace any individual Dowel Bar Retrofit not functioning or damaged at the expense of the Contractor.

The Engineer will not allow water from the coring operation to flow across lanes occupied by public traffic or flow into closed drainage facilities.

After removal of the cores, completely remove and replace the dowel installation where the core samples were taken.

When the coring operations have shown no problems with the Contractor's placement operations, the Engineer may decrease the frequency of assurance cores to every 1200 bars placed or more at the discretion of the Concrete Engineer.

Provide traffic control for the coring in accordance with "Temporary Traffic Control Zone Layouts" or as shown in the Plans.

The Engineer will consider the work in this section as incidental to the unit bid price for dowel bar retrofit.

### G Repair Warranty

Remove and replace areas of failure that appear within thirty (30) calendar days at no cost to the Department. The 30 calendar day warranty will commence after all Type B, Type C, Dowel Bar Retrofits repair and Concrete Grinding (when required) are completed in a single traffic lane. The continuity of a single traffic lane is not broken by either staging or project exceptions unless otherwise authorized by the Engineer. Any subsequent warranty repairs are subject to the 30 calendar day specification at no cost to the Department.

Failures include (but are not limited to) the loss of bonding to the in place concrete or crack apparent in the repair other than the desired crack in the newly constructed joint or re-established crack.

Supply traffic control as requested by the Department for inspection of repairs within the 30 calendar day warranty period and for the repair of failures.

#### 2302.4 METHOD OF MEASUREMENT

The Engineer will:

- A) Not measure extra width to accommodate the Contractor's equipment. Any extra width to accommodate the Contractor's equipment is at the Contractor's expense.
- B) Measure Variable Width Joint or Crack Repair / Joint Repair (Type A1) by the lineal length. The Engineer will not take separate measurements for varying widths. The Engineer will **not** measure and pay the restoration of joints and cracks through or alongside any Type B, Type C or Dowel Bar Retrofit repairs under this item.
- C) Measure Variable Width In Place Joint or Crack Repair / Joint Repair (Type A2) by the lineal length. The Engineer will not take separate measurements for varying widths.
- D) Measure Partial Depth Repair (Type BA) by the actual area of the repair. Take the measurements for the area calculations at the pavement surface; include the 30 to 60 degree tapers in the measurements for the area calculations.

- E) Measure Joint and Crack repair (Type B3) by the lineal length. The Engineer will take additional measurements for payment under this or other Type B repairs only when the following requirement are met:
  - (1) In isolated areas the typical width of the repair is exceeded and the measured quantity is equal to or greater than 1 square foot [0.10 square meters]. This is not a cumulative quantity within a single Type B3 repair.
  - (2) A full width pass with the mill is taken on both sides of the joint or crack as directed by the Engineer.
  - (3) The Type B3 repair is placed on only one side of the joint or crack, and the opposite side of the joint or crack requires an additional repair when directed by the Engineer, regardless of the size of the repair preformed.
- F) Measure Partial Depth Repair Special (Type BE) by the area of the repair. Take the measurements for the Partial Depth Repair Special (Type BE) area calculation at mid depth of the concrete pavement. Pay in conjunction with the Partial Depth Repair (Type BA) or Joint and Crack repair (Type B3). The Engineer will take measurements for the Partial Depth Repair Special (Type BE) only when the following requirements are met:
  - (1) When the in place concrete pavement is removed full depth, when the grade below the concrete pavement is visible and
  - (2) When reinforcement bars are furnished and installed as shown in Partial Depth Repair Special (Type BE) detail. Install minimum one reinforcement bar per unit of measure.

When the above requirements are not met the Engineer will only take measurements for payment on the Partial Depth Repair (Type BA) or Joint and Crack repair (Type B3) regardless of the depth of the repair.

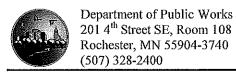
- G) Provide measurement for payment for overlapping Type BA and Type B3 repairs for the most expensive repair only.
- H) Measure the Full Depth Repair (Type CD) by the lineal width. Take a single lineal measurement of the repair at a right angle from the standard dimension of 4 feet [1.22 m] as shown on the Full Depth Repair (Type CD) detail. Unless the repair is placed at a skew to the roadway center line, then take the single lineal measurement along the skewed saw cut.
- I) Measure the Pavement Replacement (Type CX) by the area of the repair. Pay Pavement Replacement (Type CX) in conjunction with the Full Depth Repair (Type CD) or the Full Depth Repair (Type CA-LV). When the standard dimension of 4.0 feet [1.22 m] as outlined on the Full Depth Repair (Type CD) or Full Depth Repair (Type CA-LV) detail is exceeded, measure the area that is outside the 4.0 feet [1.22 m] dimension as Pavement Replacement (Type CX).
- J) Measure the Spot Full Depth Repair (Type C1-LV) by area of the repair.
- K) Measure the Utility Trench Full Depth Repair (Type C2-LV) by area of the repair.
- L) Measure the Full Depth Repair (Type CA-LV) by the lineal width. Take a single lineal measurement of the repair at a right angle from the standard dimension of 4 feet as shown on the Full Depth Repair (Type CA-LV) detail. Unless the repair is placed at a skew to the roadway centerline, then take the single lineal measurement along the skewed saw cut.
- M) Measure individual Dowel Bars per each, as supplied in dowel bar basket assemblies for Pavement Replacement (Type CX) repairs.
- N) Measure Drill and Grout Reinforcement bars per each, as furnished and installed as tie bars for Pavement Replacement (Type CX) of 75 feet [22.9 m] or greater in length.
- O) Measure Dowel Bar Retrofit per each dowel bar successfully installed.

P) Measure Supplemental Reinforcement (Epoxy Coated) used for supplemental pavement reinforcement by mass.

#### 2302.5 BASIS OF PAYMENT

The Engineer will pay for the various type of pavement, crack, joint and surface repairs in accordance with the schedule set forth below at the appropriate Contract unit bid price for each separate item of work, which is compensation in full for costs of all materials, equipment, and labor required to complete the work as specified in the repair detail, to the satisfaction of the Engineer. Concrete mixes are considered incidental to the work in which they are incorporated.

- A) Payment for Variable Width Joint or Crack Repair / Joint Repair (Type A1) at the contract price per unit of measure is full compensation for all cost including but not limited to the cost of removing and disposing of the in place joint sealer, sawing cutting both faces of the joint or crack to the proper depth and width, cleaning, sandblasting. Furnishing and installing backer rod of the proper size and to the proper depth. Furnishing and installing (hot poured) Joint and Crack Sealer (3725). Cleanup, and any other materials, labor, or equipment necessary to complete the work as specified.
- B) Payment for Variable Width In Place Joint or Crack Repair / Joint Repair (Type A2) at the contract price per unit of measure is full compensation for all cost including but not limited to: Removing of the in place joint sealer, cleaning, sandblasting, furnishing and installing backer rod of the proper size and to the proper depth. Furnishing and installing (hot poured) Joint and Crack Sealer (3725). Cleanup, and any other materials, labor, or equipment necessary to complete the work as specified.
- C) Payment for Partial Depth Repair (Type BA) at the contract price per unit of measure is full compensation for all cost including but not limited to: Removing and disposing of the in place concrete pavement as marked by the Engineer, tapering the edges of the repair back at 30 to 60 degrees, cleaning, sandblasting and air blasting, furnishing and installing bonding grout, furnishing and installing preformed joint filler to reestablish the joint or crack within or along the repair. Furnishing and placing concrete within the repair, vibrating, screeding, finishing, applying surface texture, placing cement and sand slurry around the edges, curing and protecting the concrete. Sawing and sealing reestablished joints and cracks in accordance with the Joint Repair (Type A1) detail. Cleanup, and any other materials, labor, or equipment necessary to complete the work as specified.
- D) Payment for Joint and Crack repair (Type B3) at the contract price per unit of measure is full compensation for all cost including but not limited to: Removing and disposing of the in place concrete pavement as marked by the Engineer, tapering the edges of the repair back at 30 to 60 degrees, cleaning and sandblasting, furnishing and installing preformed joint filler to reestablish the joint or crack within or along the repair, furnishing and installing bonding grout. Furnishing and placing concrete within the repair, vibrating, screeding, finishing, applying surface texture, placing cement and sand slurry around the edges, curing and protecting the concrete. Sawing and sealing reestablished joints and cracks in accordance with the Joint Repair (Type A1) detail. Cleanup and any other materials, labor, or equipment necessary to complete the work as specified.
- E) Payment for partial Depth Repair Special (Type BE) at the contract price per unit of measure is full compensation for all cost including but not limited to: Removing and disposing of the in place concrete pavement as marked by the Engineer, cleaning, sandblasting and air blasting, furnishing and grouting reinforcement bars (epoxy coated), furnishing and installing bonding grout, furnishing and installing preformed joint filler to reestablish the joint or crack within or along the repair. Furnishing and placing concrete within the repair and vibrating.



- F) If after removal the Engineer changes the initial Partial Depth Repair (Type BA) or Joint and Crack Repair (Type B3) to a Full Depth Repair (Type CD), the Department will pay the Contractor at a measured quantity of 40% of the Type B repair item plus the full cost for the Type C repair.
- G) Payment for full Depth Repair (Type CD) at the contract price per unit of measure is full compensation for all cost including but not limited to: Saw cutting the pavement full depth, removal and disposal of the in place pavement, restoring and compacting the base, furnishing and installing preformed joint filler, furnishing, drilling and anchoring dowel bars, coring both the dowel bar anchoring test section and the random assurance cores, and backfilling the assurance core holes with concrete mix 3U18. If the repair is used in the longitudinal direction, furnishing, drilling and anchoring reinforcement bars in lieu of dowel bars. Furnishing and placing concrete within the repair, vibrating, screeding, finishing, applying surface texture, curing and protecting the concrete. Sawing and sealing reestablished joints, cracks and saw cuts in accordance with the Joint Repair (Type A1) detail. Cleanup and any other materials, labor, or equipment necessary to complete the work as specified.
- H) Payment for Pavement Replacement (Type CX) at the contract price per unit of measure is full compensation for all cost including but not limited to: Saw cutting the pavement full depth, removing and disposal of the in place pavement, restoring and compacting the base, furnishing and installing preformed joint filler. Furnishing and placing concrete within the repair, vibrating, screeding, finishing, applying surface texture, curing and protecting the concrete. Sawing and sealing reestablished crack, joints and saw cuts in accordance with the Joint Repair (Type A1) repair detail. Cleanup and any other materials, labor, or equipment necessary to complete the work as specified.
- Payment for Spot Full Depth Repair (Type C1-LV) at the contract price per unit of measure is full compensation for all cost including but not limited to: Saw cutting the pavement full depth, removal and disposal of the in place pavement, restoring and compacting the base, furnishing and installing preformed joint filler, furnishing, drilling and grouting dowel bars, epoxy coated reinforcement bars or both. Furnishing and placing concrete within the repair, vibrating, screeding, finishing, applying surface texture, curing and protecting the concrete. Sawing and sealing reestablished joints, cracks and saw cuts in accordance with the Joint Repair (Type A1) detail. Cleanup and any other materials, labor, or equipment necessary to complete the work as specified.
- J) Payment for Utility Trench Full Depth Repair (Type C2-LV) at the contract price per unit of measure is full compensation for all cost including but not limited to: Saw cutting the pavement full depth, removal and disposal of the in place pavement, restoring and compacting the base. Furnishing and installing preformed joint filler, furnishing, drilling and grouting epoxy coated reinforcement bars. Furnishing and placing concrete within the repair, vibrating, screeding, finishing, applying surface texture, curing and protecting the concrete. Sawing and sealing reestablished joints, cracks and saw cuts in accordance with the Joint Repair (Type A1) detail. Cleanup, and any other materials, labor, or equipment necessary to complete the work as specified.
- K) Payment for Full Depth Repair (Type CA-LV) at the contract price per unit of measure is full compensation for all cost including but not limited to: Saw cutting the pavement full depth, removal and disposal of the in place pavement, restoring and compacting the base, furnishing and installing preformed joint filler and dowel bar baskets assemblies, drilling and grouting reinforcement bars. Furnishing and placing concrete within the repair, vibrating, screeding, finishing, applying surface texture, curing and protecting the concrete. Sawing and sealing reestablished joints, cracks and saw cuts in accordance with the Joint Repair (Type A1) detail. Cleanup, and any other materials, labor, or equipment necessary to complete the work as specified.

- L) Payment for Drill and Grout Reinforcement Bars at the contract price per unit of measure is full compensation for all cost including but not limited to, drilling concrete and furnishing reinforcement bars (epoxy coated) and installing reinforcement bars with an approved grout or epoxy bonding agent.
- M) Payment for Dowel Bar Retrofit at the contract price per unit of measure is full compensation for all cost including but not limited to: Sawing the slot, removal of the concrete within the slot, removing and vacuuming debris, sandblasting and air blasting, sealing the crack inside of the slot, the dowel bar and expansion caps, chairs, release agent, compressible Styrofoam or cardboard material. Furnishing and placing non-shrink rapid setting concrete mixture, finishing, curing and protecting the concrete. Sawing and sealing reestablished joints and cracks in accordance with the Joint Repair (Type A1) detail. Cleanup, and any other materials, labor, or equipment necessary to complete the work as specified.
- N) Payment for Supplemental Reinforcement Bars (Epoxy Coated) at the contract price per unit of measure is full compensation for all cost including but not limited to, furnishing and installing reinforcement bars (Epoxy Coated) as specified.
- O) Payment for Dowel Bars at the contract price per unit of measure is full compensation for all cost including but not limited to, furnishing and installing dowel bars in dowel bar baskets assemblies.
- P) The Engineer will modify the provisions of MnDOT 1907 to the extent that when the actual usage of joint sealer material is less than specified, the surplus material shall remain the property of the Contractor. The Contractor is paid 15% of the material cost in lieu of handling and transportation costs, unless otherwise directed by the Engineer.

T( ) T .	Description III.
Item No.	<u>Description</u> <u>Unit</u>
2302.608	Supplemental Reinforcement Bars (Epoxy Coated)pound [kilogram]
2301.602	Dowel Bar Each
2302.603	Joint Repair (Type A1)linear foot [meter]
2302.603	Joint Repair (Type A2) linear foot [meter]
2302.618	Partial Depth Repair (Type BA)square foot
2302.604	Partial Depth Repair (Type BA)[square meter]
2302.618	Partial Depth Repair (Type BE)square foot
2302.604	Partial Depth Repair (Type BE)[square meter]
2302.603	Joint and Crack Repair (Type B3) linear foot [meter]
2302.603	Full Depth Repair (Type CA-LV)linear foot [meter]
2302.603	Full Depth Repair (Type CD-LV)linear foot [meter]
2302.603	Full Depth Repair (Type CD-HV) linear foot [meter]
2302.604	Pavement Replacement (Type CX)square yard [square meter]
2302.618	Spot Full Depth Repair (Type C1-LV)square foot
2302.604	Spot Full Depth Repair (Type C1-LV) [square meter]
2302.604	Utility Trench Full Depth Repair (Type C2-LV)square yard [square meter]
2301.602	Drill and Grout Reinforcement Bar (Epoxy Coated)
2302.602	Dowel Bar Retrofit Each

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# **EEO SPECIAL PROVISIONS**

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# EQUAL EMPLOYMENT OPPORTUNITY (EEO) SPECIAL PROVISIONS

This section of Special Provisions contains the Equal Employment Opportunity (EEO) rules and regulations for highway construction projects in Minnesota which are federally and/or State funded.

The source of funding determines which EEO regulations and goals (Federal and/or State goals) apply to a specific project. When a project contains funding from both Federal and State sources, both sets of regulations apply, and the Minnesota Department of Transportation (MnDOT) monitors and reviews projects at both levels.

If the project contains any Federal funding, and has a total dollar value exceeding \$10,000, Federal EEO regulations and goals apply (pages 2, 6, 7-8, 9-14, 15, 16-17, 22-26, 27-38). The MnDOT Office of Civil Rights monitors and reviews these projects on behalf of the Federal Highway Administration (FHWA), under Federal statutes (23 USC 140) and rules (23 CFR 230).

If the project contains any State funding, and has a total dollar value exceeding \$100,000, State EEO regulations and goals apply (pages 2, 3, 4, 5, 6, 9-14, 16-22). MnDOT's Office of Civil Rights monitors and reviews these projects in conjunction with the Minnesota Department of Human Rights under Minnesota Statutes §363A.36 and its accompanying rules.

MnDOT has established a single review and monitoring process which meets both Federal and State requirements.

Please note that Pages 23-38 of these Special Provisions may be omitted from projects with <u>no</u> Federal funding.

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# NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (23 USC 140, 23 CFR 230 and Minnesota Statute §363A.36)

- The offerer's or bidder's attention is called to the "Minnesota Affirmative Action Requirements"
  (EEO Page 4), the "Specific Federal Equal Employment opportunity Responsibilities" (EEO Pages 7-8), the "Standard Federal and State Equal Employment Opportunity Construction Contract Specifications" (EEO Pages 9-14), the "Equal Opportunity Clause" (EEO Page 15) and "Required Contract Provisions Federal-Aid Construction Contracts" (EEO Pages 27-38).
- The goals and timetables for minority and women participation, expressed in percentage terms of
  hours of labor for the Contractor's aggregate work force in each trade on all construction work in the
  covered area, are as shown on EEO Pages 16-17.

These goals are applicable to all the Contractor's construction work (whether or not it is State or State assisted, Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the regulations in 41 CFR Part 60-4, and/or Minnesota Statutes §363A.36 and its accompanying rules shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) for Federal or federally assisted projects, and Minnesota Statutes §363A.36, and its accompanying rules for State or State assisted projects, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and women employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and women employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4 for Federal or federally-assisted projects and/or Minnesota Statutes §363A.36 and its accompanying rules for state or state-assisted projects. Compliance with the goals will be measured against the total work hours performed.

- 3. If the contract is federally funded, the Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. If the contract is state funded, the Contractor shall provide written notification to the Compliance Division, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155 within ten working days of award of any construction subcontract in excess of \$100,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- 4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties of the State of Minnesota where the work is to be performed.

# NOTICE TO ALL PRIME AND SUBCONTRACTORS PRE-AWARD REPORTING REQUIREMENTS

In order to ensure compliance with Federal and State laws and regulations (23 USC 140, and 23 CFR 230, and Minnesota Statutes §363A.36) and to ensure Mn/DOT's ability to monitor and enforce compliance efforts, the following requirements apply if the apparent low bid exceeds \$5,000,000.00:

- 1) The Apparent Low Bidder ("ALB") must provide to Mn/DOT the "EEO-8 Form" (also entitled "EEO Compliance Review Report"), which must provide detail on the contractor's total company workforce in the State of Minnesota during the twelve month period preceding July 30<sup>th</sup> of the previous year (Office and/or clerical personnel need not to be included).
- 2) The ALB must provide to Mn/DOT a work plan for meeting the minority and women employment goals established by the Minnesota Department of Human Rights, for the project in question. The work plan must include, at a minimum (1) how the ALB will incorporate its current minority and women employees in the ALB's efforts to meet the established goals; and (2) a contingency plan if the ALB has determined that its current workforce is not sufficient in order to achieve the established employment goals. If the ALB relies in whole or in part upon unions as a source of employees, then the ALB must (1) include a list of established organizations that are likely to yield qualified minority and women candidates if those union(s) are unable to provide a reasonable flow of minority and women candidates in their work plan; and (2) document the method by which these organizations will refer candidates to the ALB for employment opportunities. All bidders are hereby notified that the U.S. Department of Labor has determined that a contractor will not be excused from complying with the Federal and State laws and regulations cited above based solely on the fact that a contractor has a collective bargaining agreement with a union providing for the union to be the exclusive source of referral and that the union failed to refer minority employees. A contractor may obtain a list of organizations likely to yield qualified minority and women candidates from the Mn/DOT Office of Civil Rights.
- 3) The ALB must provide to Mn/DOT the ALB's total workforce and labor projections for the project (represented in hours), the ALB's projected total number of minority hours for the project, and the ALB's projected total number of women hours for the project. The details must include the trade(s) that will be utilized in order to complete the project.

The ALB must submit documents as required to comply with this section no later than five business days after the date that bids for the contract are opened. The five day period starts the business day following the date that bids were opened. The required documents must be received prior to Contract Award, and must be sent to the Mn/DOT Office of Civil Rights – 395 John Ireland Blvd., Mail Stop 170 St. Paul, MN 55155-1899. Submittal of the documents described in (1), (2) and (3) is required for contract award to the ALB. The submitted documents will be used as a tool to assist contractors in meeting employment goals; the content itself will not be evaluated for the purpose of determining contract award.

# MINNESOTA AFFIRMATIVE ACTION REQUIREMENTS

- 1. It is hereby agreed between the parties to this contract that Minnesota Statutes, Section §363A.36, and its accompanying rules are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, Section §363A.36, and its accompanying rules is available upon request from the contracting agency. The Contractor hereby agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 2. It is hereby agreed between the parties to this contract that this agency requires that the Contractor meet affirmative action criteria as provided for by Minnesota Statutes §363A.36 and its accompanying rules. It is the intent of the Minnesota Department of Transportation to fully carry out its responsibility for requiring affirmative action, and to implement sanctions for failure to meet these requirements. Failure by a contractor to implement an affirmative action plan, meet project employment goals for minority and women employment or make a good faith effort to do so may result in revocation of his/her Certificate of Compliance or suspension or revocation of the contract (Minnesota Statutes §363A.36).
- 3. Under the affirmative action obligation imposed by the Human Rights Act, Minnesota Statutes, Section §363A.36, contractors shall take affirmative action to employ and advance in employment minority, female, and qualified disabled individuals at all levels of employment. Affirmative action must apply to all employment practices, including but not limited to hiring, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall recruit, hire, train and promote persons in all job titles, without regard to race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, physical or mental disability, sexual orientation or age except where such status is a bona fide occupational qualification. These affirmative action requirements of the Minnesota Human Rights Act are consistent with but broader than the Federal requirements as covered in this contract.
- 4. Affirmative Action for disabled workers. The Contractor shall not discriminate against any employee or applicant for employment because of a physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
- 5. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment minority, women and qualified disabled employees and applicants for employment, and the rights of applicants and employees. A poster entitled "Contractor Non-discrimination is the Law" may be obtained from: Compliance Unit, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155. (651) 539-1100, TTY 296-1283, Toll Free 1-800-657-3704.
- 6. The Contractor shall notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes, section §363A.36 of the Minnesota Human Rights Act, and is committed to take affirmative action to employ and advance in employment minority, women and qualified physically and mentally disabled individuals.

# APPROPRIATE WORK PLACE BEHAVIOR ON Mn/DOT CONSTRUCTION PROJECTS UTILIZING STATE FUNDS

It is the Minnesota Department of Transportation's (MnDOT's) policy to provide a workplace free from violence, threats of violence, harassment and discrimination. MnDOT has established a policy of zero tolerance for violence in the workplace. Contractors who perform work on MnDOT construction projects, or local government entities or public agencies utilizing state funds on highway construction projects, shall maintain a workplace free from violence, harassment and discrimination (See definitions, below).

# Definitions:

- 1. <u>Violence</u> is the threatened or actual use of force which results in or has a high likelihood of causing fear, injury, suffering or death. Employees are prohibited from taking reprisal against anyone who reports a violent act or threat.
- 2. <u>Harassment</u> is the conduct of one employee (toward another employee) which has the purpose or effect of 1) unreasonably interfering with the employee's work performance, and/or 2) creating an intimidating, hostile or offensive work environment. Harassment is not legitimate job-related efforts of supervisor to direct/evaluate an employee or to have an employee improve work performance.
  - A. <u>Unlawful discriminatory harassment</u> is harassment which is based on these characteristics: race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation. Managers, supervisors and employees shall not take disciplinary or retaliatory action against employees who make complaints of sexual harassment.

Sexual harassment is unwelcome sexual advances, requests for sexual favors, or sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when submission to that conduct or communication is 1) made a term or condition, either explicitly or implicitly, of obtaining employment; or 2) is used as a factor in decisions affecting an individual's employment; or 3) when that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment, and the employer knows or should have known of the existence of the harassment and fails to take timely and appropriate action. Examples include but are not limited to insulting or degrading sexual remarks or conduct; threats, demands or suggestions that status is contingent upon toleration or acquiescence to sexual advances; displaying in the workplace sexually suggestive objects, publications or pictures, or retaliation against employees for complaining about the behavior cited above or similar behaviors.

- B. <u>General harassment</u> is harassment which is not based on the above characteristics. Examples may include, but are not limited to: physically intimidating behavior and/or threats of violence; use of profanity (swearing), vulgarity; ridiculing, taunting, belittling or humiliating another person; inappropriate assignments of work or benefits; derogatory name calling.
- 3. <u>Discrimination</u> includes actions which cause a person, solely because of race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation to be subject to unequal treatment.

Prime Contractors who work on MnDOT projects shall ensure that their managers, supervisors, foremen/women and employees are familiar with MnDOT's policy on appropriate work place behavior; and shall ensure that their subcontractors are familiar with this policy. Managers, supervisors and foremen/women will respond to, document, and take appropriate action in response to all reports of violence, threats of violence, harassment or discrimination. Failure to comply with this policy may result in cancellation, termination or suspension of contracts or subcontracts currently held and debarment from further such contracts or subcontracts as provided by statute. If you need additional information or training regarding this policy, please contact the Office of Civil Rights at (651) 366-3073.

# NOTICE TO ALL PRIME AND SUBCONTRACTORS REPORTING REQUIREMENTS

1. In order to monitor compliance with Federal Statutes 23 USC 140 and 23 CFR 230, and Minnesota Statutes §363A.36, all prime contractors and subcontractors are required to complete a Mn/DOT Monthly Employment Compliance Report each month for each project (Form EEO-13, sample copy at EEO Pages 20-21.) Prime contractors are also required to complete a Contractor Employment Data Report (Form EEO-12, sample copy at EEO Pages 18-19) once prior to work commencing on the project, unless one has been completed already within the calendar year.

The prime contractor of each project collects Monthly Employment Compliance Reports from each subcontractor who performed work during the month, and completes a Monthly Employment Compliance Report on its own work force. For the month of July only, an EEO-13 is required for each payroll period within the month of July. The prime contractor submits the EEO-13 forms to the Mn/DOT Project Engineer by the 15th day of the subsequent month.

Failure to submit the required reports in the allowable time frame will be cause for the imposition of contract sanctions.

It is the intent of Mn/DOT to implement monitoring measures on each project to ensure that each prime contractor and subcontractor is promoting the full realization of equal employment opportunities. Any project may be scheduled for an in depth on-site contract compliance review. During the scheduled on-site review, the Contractor will be required to provide to Mn/DOT documentation of its "good faith efforts" as shown in EEO Pages 10-13, at 7 a-p of this contract.

- 2. If a Federally funded project requires On-the-Job-Training (OJT) participation, information is provided in the contract and can be located by referring to the Table of Contents for Division S. (OJT is also listed as a bid line item under Trainees.) When a contract requires OJT participation, the Prime Contractor shall submit a training plan as indicated in the Proposal. The training plan shall include the job classification titles of trainees, planned training activities and the approximate start date of trainees.
- 3. When a Contractor selects a trainee applicant for OJT, the Contractor completes an On the Job Training Program-Trainee Assignment form (sample copy at EEO Page 23) and submits it to the Contract Compliance Specialist (CCS) assigned to the project for approval. The CCS notifies the Contractor and Project Engineer when the applicant is approved.
- 4. Hours of work performed by OJT employees shall be documented on a monthly basis on the Certification of On-The-Job Training Hours form, (Mn/DOT Form No. 21860, sample copy at EEO Page 24). The Contractor shall submit the original and one copy to the Project Engineer, and one copy to the CCS assigned to the project.

Do not remove forms from this contract. Please duplicate forms from the copies in this contract, or <u>the Mn/DOT</u> Office of Civil Rights will provide these forms upon request. Please call the Office of Civil Rights, (651) 366-3073.

# SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 CFR 230, Subpart A, Appendix A, FAPG June 6, 1996)

#### 1. General.

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

# 2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote their full realization of equal employment through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre apprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer. The contractor will designate and make known to State highway agency contracting officers

an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

#### 4. Dissemination of Policy.

- a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- (1). Periodic meetings of supervisory and personnel office staff will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- (2). All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
- (3). All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

  b. In order to make the contractor's equal employment policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
- (1). Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- (2). The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

#### 5. Recruitment.

- a. When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration. In the event the contractor has a valid
- bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where the implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.
- 6. Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

  a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each

# SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (cont.)

classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons. d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all his avenues of appeal.

#### 7. Training and Promotion.

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e. apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 8. Unions. If a contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as

- agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group members and women so that they may qualify for higher paying employment. b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, c. The contractor is to obtain information
- e. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

#### 9. Subcontracting.

a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

#### 10. Records and Reports:

- a. The contractor shall keep such records as necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
- (1) The number of minority and non minority group members and women employed in each work classification on the project.
- (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractor's who rely in whole or in part on unions as a source of their work force),
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
- (4) The progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.
- c. The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by a "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

# STANDARD FEDERAL AND STATE EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 CFR 60-4.3 and Minnesota Statute §363A.36)

Unless noted, the following apply to both Federal/federally assisted projects <u>and</u> State/state assisted projects. Item 3 applies to Federal/federally assisted projects only

- 1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 (\$100,000 for State projects) the provisions of these specifications and the Notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4, 5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work on the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) to (p) of these specifications (itemized as 4 [a] to [o], Minnesota Rules

5000.3535). The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and utilization the Contractor should (shall, for State or state assisted projects) reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor shall make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Federal goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance programs or from Federal procurement contracting officers. State goals are published periodically in the State Register in notice form, and may be obtained from the Minnesota Department of Human Rights or the Minnesota Department of Transportation Office of Civil Rights. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- 5. Neither the provisions of any collective bargaining agreement nor the failure by a union, with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246 and its associated rules and regulations for Federal or federally assisted projects, and Minnesota Statutes, Section §363A.36 of the Minnesota Human Rights Act, or the rules adopted under the Act for State or state assisted projects.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following (referred to in Minnesota Rules 5000.3535 as items 4(a) to (o):
- (a) Ensure and maintain, or for State or state assisted projects make a good faith effort to maintain, a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. For

Federal or federally assisted projects, the Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or women individuals working at such sites or in such facilities.

- (b) Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and woman off-the-street applicant and minority or woman referral from a union, a recruitment source, or community organization and of what action was taken with respect to each individual. If the individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the commissioner of the Minnesota Department of Human Rights for State or state assisted projects, or the director of the Office of Federal Contract Compliance for Federal or federally assisted projects, when the union, or unions with which the Contractor has a collective bargaining agreement, has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the State of Minnesota for State or state assisted projects or the Department of Labor, for Federal or federally assisted projects. The Contractor shall provide notice of these programs to the sources compiled under (b).
- (f) Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.

- (g) Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions; including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and women news media, and providing written notification to and discussing the Contractor's equal employment opportunity policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, women, and community organizations; to schools with minority and women students; and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and women youth, both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. (This requirement applies only to Federal and federally assisted projects.)
- (I) Conduct, at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities; and encourage these employees to seek or to prepare for, through appropriate training, such opportunities. (This is Item 4(k) in Minnesota Rules.)
- (m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out. (This is item 4(1) in Minnesota Rules.)

- (n) Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. (This is item 4(m) in Minnesota Rules.)
- (o) Document and maintain a record of all solicitations or offers for subcontracts from minority and women construction contractors and suppliers, including circulation of solicitations to minority and women contractor associations and other business associations. (This is item 4(n) in Minnesota Rules.)
- (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment opportunity policies and affirmative action obligations. (This is item 4(o) in Minnesota Rules.)
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7(a) to (p) for Federal or federally assisted projects, and 4(a)-(o) for State or state assisted projects). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) to (p) or 4(a) to (o) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and women work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor however, is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female, and all women both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order for Federal or federally assisted projects, or Minnesota Rules for State or state assisted projects, if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order or Minnesota Rules part 5000.3520 if a specific minority group is under-utilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, or national origin. Minnesota Statutes §363A.36, part 5000.3535 (Subp. 7) also prohibits discrimination with regard to marital status, status with regard to public assistance, disability, age, or sexual orientation.

- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section §363A.36.
- 12. The Contractor shall carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, Section §363A.36, and its implementing rules for State or state assisted projects, or Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs for Federal or federally assisted projects. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section §363A.36, or Executive Order 11246 as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications (paragraph 4 in Minnesota Rules 5000.3535), so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these Specifications or Minnesota Statutes, Section §363A.36 and its implementing rules, or Executive Order 11246 and its regulations, the commissioner or the director shall proceed in accordance with Minnesota Rules part 5000.3570 for State or state assisted projects, or 41 CFR 60-4.8 for Federal or federally assisted projects.
- 14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights or the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

# **EQUAL OPPORTUNITY CLAUSE**

(41 CFR Part 60-1.4 b, 7-1-96 Edition)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Agency (SHA) setting forth the provisions of this nondiscrimination clause.
- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The Contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 60), and relevant orders of the Secretary of Labor.
- 5. The Contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by the Federal Highway Administration (FHWA) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor, SHA, or the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes a party to litigation by a subcontractor or vendor as a result of such direction, the contractor may request the SHA to enter into such litigation to protect the interest of the State. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

# **Minority and Women Employment Goals**

	Federa	l Goals	State	Goals
County	Minority Goal	Women Goal	Minority Goal	Women Goal
Aitkin	2.2%	6.9%	5%	6%
Anoka	2.9%	6.9%	22%	6%
Becker	0.7%	6.9%	6%	6%
Beltrami	2.0%	6.9%	6%	6%
Benton	0.5%	6.9%	3%	6%
Big Stone	2.2%	6.9%	4%	6%
Blue Earth	2.2%	6.9%	4%	6%
Brown	2.2%	6.9%	4%	6%
Carlton	1.2%	6.9%	5%	6%
Carver	2.9%	6.9%	22%	6%
Cass	2.2%	6.9%	6%	6%
Chippewa	2.2%	6.9%	4%	6%
Chisago	2,9%	6.9%	3%	6%
Clay	0.7%	6.9%	6%	6%
Clearwater	2.0%	6.9%	6%	6%
Cook	1.2%	6.9%	5%	6%
Cottonwood	0.8%	6.9%	4%	6%
Crow Wing	2.2%	6.9%	6%	6%
Dakota	2.9%	6.9%	22%	6%
Dodge	0.9%	6.9%	4%	6%
Douglas	2.2%	6.9%	6%	6%
Faribault	2.2%	6.9%	4%	6%
Fillmore	0.9%	6.9%	4%	6%
Freeborn	0.9%	6.9%	4%	6%
Goodhue	2,2%	6.9%	4%	6%
Grant	2.2%	6.9%	6%	6%
Hennepin	2.9%	6.9%	32%	6%
Houston	0.6%	6.9%	4%	6%
Hubbard	2.0%	6.9%	6%	6%
Isanti	2.2%	6.9%	3%	6%
Itasca	1.2%	6.9%	5%	6%
Jackson	0.8%	6.9%	4%	6%
Kanabec	2.2%	6.9%	3%	6%
Kandiyohi	2.2%	6.9%	3%	6%
Kittson	2.0%	6.9%	6%	6%
Koochiching	1.2%	6.9%	5%	6%
Lac Qui Parle	2.2%	6.9%	4%	6%
Lake	1.2%	6.9%	5%	6%
Lake of the Woods	2.0%	6.9%	6%	6%
Le Sueur	2.2%	6.9%	4%	6%
Lincoln	0.8%	6.9%	4%	6%
Lyon	0.8%	6.9%	4%	6%

	Federa	l Goals	State 6	Goals
County	Minerity Goal	Women Goal	Minority Goal	Women Goal
Mahnomen	2.0%	6.9%	6%	6%
Marshall	2.0%	6.9%	6%	6%
Martin	2.2%	6.9%	4%	6%
McLeod	2.2%	6.9%	3%	6%
Meeker	2.2%	6.9%	3%	6%
Mille Lacs	2.2%	6.9%	3%	6%
Morrison	2.2%	6.9%	6%	6%
Mower	0.9%	6.9%	4%	6%
Murray	0.8%	6.9%	4%	6%
Nicollet	2.2%	6.9%	4%	6%
Nobles	0.8%	6.9%	4%	6%
Norman	2.0%	6.9%	6%	6%
Olmsted	1.4%	6.9%	4%	6%
Otter Tail	2.2%	6.9%	6%	6%
Pennington	2.0%	6.9%	6%	6%
Pine	2.2%	6.9%	3%	6%
Pipestone	0.8%	6.9%	4%	6%
Polk	1.2%	6.9%	6%	6%
Pope	2.2%	6.9%	6%	6%
Ramsey	2.9%	6.9%	32%	6%
Red Lake	2.0%	6.9%	6%	6%
Redwood	0.8%	6.9%	4%	6%
Renville	2.2%	6.9%	3%	6%
Rice	2.2%	6.9%	4%	6%
Rock	0.8%	6.9%	4%	6%
Roseau	2.0%	6.9%	6%	6%
Scott	2.9%	6.9%	22%	6%
Sherburne	0.5%	6.9%	3%	6%
Sibley	2.2%	6.9%	4%	6%
St. Louis	1.0%	6.9%	5%	6%
Stearns	0.5%	6.9%	3%	6%
Steele	0.9%	6.9%	4%	6%
Stevens	2.2%	6.9%	6%	6%
Swift	2.2%	6.9%	4%	6%
Todd	2.2%	6.9%	6%	6%
Traverse	2.2%	6.9%	6%	6%
Wabasha	0.9%	6.9%	4%	6%
Wadena	2.2%	6.9%	6%	6%
Waseca	2.2%	6.9%	4%	6%
Washington	2.9%	6.9%	22%	6%
Watonwan	2.2%	6.9%	4%	6%
Wilkin	0.7%	6.9%	6%	6%
Winona	0.6%	6.9%	4%	6%
Wright	2.9%	6.9%	3%	6%
Yellow Medicine	2.2%	6.9%	4%	6%

Minnesota Department of Transportation Office of Civil Rights Contractor Employment Data	ansportation ata	1. Contra	1. Contractor Name and Address:	and Addres	:83	<u>, , , , , , , , , , , , , , , , , , , </u>
	TO STATE OF THE ST	Phone:			With the second	
2. Employment Data a) Name: Last Name, First Name, MI	b) Social Security #	c) New Hire (Y or N)	d) Ethnicity	e) Gender (M or F)	f) Trade/Foreman, Supervisors, Managers	g) Level (A, J, or T)
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EEO-12 Rev. 5/09

# INSTRUCTIONS FOR EEO-12 CONTRACTOR EMPLOYMENT DATA

This form should be submitted at the Pre-Con to the Project Engineer prior to the start of your first MnDOT construction project for the calendar year (Prime and Subs)

- 1. <u>Contractor Name</u> and Address self-explanatory.
- 2. <u>Employment Data</u> information will coincide with your employment records.
  - 2a. <u>Name</u> should be listed First Name, Middle Initial, and Last Name. This will enable MnDOT EEO staff to readily identify individuals on all projects.
  - 2b. <u>Social Security Number self-explanatory.</u>
  - 2c. New Hire is to be indicated with a "Y" for Yes or an "N" for No. "New Hire" is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
  - 2d. <u>Ethnicity</u> can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
  - 2e. Gender is to be indicated with an "M" for Males or an "F" for Females.
  - 2f. <u>Trade/Foreman, Supervisors, Managers</u> self-explanatory. List trade that applies unless the employee fits one of the other three categories.
  - 2g. <u>Level</u> "A" is for an Apprentice, "J" is for a Journey Worker, and "T" is for a MnDOT approved Trainee.

If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073. (Please make copies as you need them.)

This information can be submitted electronically via the web, through MnDOT's Work force Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT's Office of Civil Rights at (651) 366-3015.

EEO-12 Rev. 05/09

# Minnesota Department of Transportation EEO Special Provisions Office of Civil Rights

Revised 07/12

h) Hours Worked This Period 5. Dollar Amount of Contract: 6. Percent of Completion: Subcontractor [ (A, J or T) g) Level (check one) 4. Prime 🗌 Fax: Trade/Foreman, Supervisors, Managers 10. Reviewed by: (Signature) Print Name: e) Gender M or F) Phone: Title: Date: 3. Contractor Name: Federal Tax ID: Street Address: City, State Zip d) Ethnicity c) New Hire (Y or N) Fax: 2. Reporting Period County or City (Check one) b) Social Security # 9. Prepared by: (Signature) SAP 1. SP SP# Print Name: Phone: Title: Date: Office of Civil Rights
Monthly Employment Compliance Report
EEO-13 Minnesota Department of Transportation %OBTAINED % 7. Employment Data a) Name: Last, First Middle Initial Minority Women MINNESOTA GOALS 8. Contract Goals % % 12. 14. .91 13. 15. 7. 8 19 ĬÖ. 20. 9.  $c_{i}$ 4; ĸ, 6 ۲. ∞ં

EEO Page 20

EEO-13 Rev. 05/09

# **INSTRUCTIONS FOR EEO-13**

- Self-explanatory State Project #, county project is located in, are you a prime or sub, and contract value. 1.-5
- Percent of Completion is the estimated percentage of work completed including this reporting period. 6
- Employment Data information will coincide with your employment records. All professional, supervisory and managerial hours actually worked on the project site must be included, whether or not they appear on the certified payroll. ۲.
- Name should be listed Last Name, First Name, and Middle Initial. This will enable MnDOT EEO staff to readily identify individuals on all projects. 7a. 7b.
  - Social Security Number self-explanatory.
- New Hire is to be indicated with a "Y" for Yes or an "N" for No. "New Hire" is an employee who has not worked for you in any capacity or on any other project within the current calendar year. 7c.
- Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), 7d.
  - Gender is to be indicated with an "M" for Males or an "F" for Females. Asian/Pacific Islander (AP), or White (W). 7e.
- Trade/Foreman, Supervisors, Managers list the trade that applies unless the employee fits one of the other three categories. 7f.
  - <u>evel</u> "A" is for an Apprentice, "J" is for a Journey Worker, and "T" is for a MnDOT approved Trainee. 7g.
- Hours Worked for This Period will be all hours worked by the individual, for each trade, during the specified reporting period.
- with any Federal funding must meet the Federal Employment Goals. (See chart on EEO Pages 16-17.) Minority and women employee hours shall be distributed Contract Goals are the percent of total project hours to be worked by minority and women employees. The goals are determined by the geographic location and source of funding for the project. Projects in excess of \$100,000 with any State funding must meet the State Employment Goals. Projects in excess of \$10,000 evenly throughout the length of the project and in every trade and craft that performs work on the project. ∞ં
- % Obtained is the percent of the total project hours worked by minority and women employees, up to and including this reporting period.
- Prepared by Contractor Designee is the signature of the prime or subcontractor's EEO officer/designee. 9.
- Reviewed by Project Engineer is the signature of the MnDOT staff monitoring the project. 10.

The Prime Contractor will submit EEO-13 forms for its workforce and all subcontractors to the MnDOT Project Engineer by the 15th day of the month following the month when work was performed. If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073. (Please make copies as you need them.) This information can be submitted electronically via the web, through MnDOT's Workforce Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT's Office of Civil Rights at (651) 366-3321.

EEO-13 Rev. 05/09

# EEO COMPLIANCE REVIEW REPORT

Total Company Workforce (For 12 Month Period Preceding July 30<sup>th</sup> of the previous year)

		Name and Ad	dress of Con	tractor	
Name and Title of Corporate Off	ficer		Name of	EEO Officer	

		tal loyees		tal orities	Bla	icks	Asi Pacit	an/ fic Is.	Ame Ind	rican lian	His	panie	On-the Trais	
Job Categories	М	F	M	F	М	F	М	F	М	F	М	F	M	F
Officials (Managers)														
Supervisors														
Foremen/Women														
Clerical														
Equipment Operators													-	
Mechanics														
Truck Drivers														
Iron Workers														
Carpenters														
Cement Masons														
Electricians														
Pipefitters & Plumbers														
Painters														
Laborers								-						
Misc. Trades														
Total														
On-the-Job Trainees														

EEO-8 Rev. 07/07



# MINNESOTA DEPARTMENT OF TRANSPORTATION

# ON-THE-JOB TRAINING PROGRAM TRAINEE ASSIGNMENT

SP #: Lo	ocation:	District:
Project Engineer:	Phone: ( )	
Prime Contractor:	Phone: ( )	
Address:		
City: Sta		
EEO Officer:	Project Manager:	
Tel:		
Training Contractor:		
Address:		
City: Sta		
EEO Officer:	Project Manager:	
Tel:	<del></del>	
TRAIN	EE	
Job Title or Trade Classification:	Number of TrainingHours on this Project:	
Name:		
Address:	Phone: ( )	
City:	State: Z	iip:
EEO Officer:	Project Manager:	
Tel:		
Approximate Start Date:		
Approximate Completion Date:		
Is the trainee a member of a certified apprenticeship program?		
If YES, verify with Apprenticeship Form or Indenture Number: _		
Ethnic Background: Hispanic; Black	_; Asian/Pacific Islander	_; White;
<b>Am. Ind/Alaskan</b> (Verify wit	h Tribal I.D. # or Affiliation	).
2. Male; Female;		

# MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF CIVIL RIGHTS

# CERTIFICATION OF ON-THE-JOB TRAINING HOURS FEDERAL-AID-PROJECTS

Contractor: submit original an	nd one copy monthly to the project	l engineer	
CONTRACTOR			REPORTING PERIOD:
ADDRESS			S.P. NO. (LOW):
			F.P. NO.:
TRAINEE	HOURS WORKED PREVIOUSLY	HOURS WORKED THIS PERIOD	TOTAL HOURS TO DATE
AMOUNT OF CLAIM	НО	OURS @	PER HOUR = \$
Progress of Trainec(s)	ExcellentVery Goo	od Good	Below Good
COMMENTS (Please detail	any supplementary training offered	d):	
			·
	actor hereby certifies that the listed er ial Provision and that they have worke		s required by the On-
Co	ontractor Signature/Title		Date
PROJECT ENGINEER: I hereby certify the	hat the On-the-Job training hours repo	orted above have been reviewed a	and found correct.
Engine	eer Signature/Title		Date



# On-the-Job Training (OJT) Program Approval Form

The Special Provisions of the contract clearly indicate that training and upgrading of minorities and women toward Journey worker status is the primary objective of the training provisions.

S.P.#		County		Prime	Sub
City		County		Prime	Sub
City		County		Prime	Leub
City		County		1 111110	
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ficer	City		State		
ficer					
11001		Phone #		e-mail add	ress
ect Goals					
Hours		1			
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		D-4: 1	F-4! 1 1	D	D
			ŧ	Recruit	ing Resource
		Start Bate	Bild Date		
ies					
dadamant St	atamant				
		specifications i	ınder which tl	nis training i	s being perforn
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entative Sign		Titl			
	# of Trainees Projected  ies	Trainees Assignment per Trainee  ies  vledgment Statement.  mply fully with the plans and	# of Hourly Estimated Trainees Assignment Projected per Trainee  ies  wledgment Statement.  mply fully with the plans and specifications to the statement of the project of	# of Hourly Estimated End Date Projected per Trainee sies	# of Hourly Estimated End Date Projected per Trainee lies  wledgment Statement.  mply fully with the plans and specifications under which this training in the state of the st

The contractor's proposed training programs must be documented on this form and submitted as indicated in the Proposal. Your Company's compliance with this specification will factor into any and all employment related "Good Faith Effort" determinations.



# On-the-Job Training Program Trainee Termination Form

EEO Officer Phone # e-mail address  Trainee Name Phone # Social Security No.  Address City State Zip    Hispanic	Contractor Name		_	County		Prime	Sub		
EEO Officer Phone # e-mail address  Trainee Name Phone # Social Security No.  Address City State Zip    Race/Ethnicity	Address City				State		Zip		
Trainee Name  Phone # Social Security No.  Address  City State Zip  Race/Ethnicity    Hispanic	Audicos				Diaco			zap	
Race/Ethnicity	EEO Officer				Phone #		e-mail address		
Race/Ethnicity	Taring Name				Dhana#		Cooled Com	Gardal Garanita No	
Race/Ethnicity	Transee Name			Pnone #		Social Security No.			
Hispanic	Address City			State		Zip			
Hispanic									
Black	<u> </u>				hnicity	Ι	•		
Gender Classification/Trade S.P. #    Female									
Female							ner	er	
Reason for Termination/Separation/Layoff:  Construction phase completed  Death  Fired (please explain below)  Illness/health problems  Lack of transportation and /or travel distance  Military duty  Relocated  Personal  Quit to work for another company  Other (please explain below)  Please provide comments:  Contractor's Representative Signature  MAIL or Fax THE ORIGINAL and MAINTAIN COPY: 395 John Ireland Boulevard				Classification/Trade S.P. #					
Reason for Termination/Separation/Layoff:  Construction phase completed  Death  Fired (please explain below)  Illness/health problems  Lack of transportation and /or travel distance  Military duty  Relocated  Personal  Quit to work for another company  Other (please explain below)  Please provide comments:  Contractor's Representative Signature  MAIL or Fax THE ORIGINAL and MAINTAIN COPY: 395 John Ireland Boulevard	Female	i	Male		<b>I</b>	enconducts some			
Construction phase completed Death Fired (please explain below) Illness/health problems Lack of transportation and /or travel distance Military duty Relocated Personal Quit to work for another company Other (please explain below)  Please provide comments:  Contractor's Representative Signature  MAIL or Fax THE ORIGINAL and MAINTAIN COPY: 395 John Ireland Boulevard	Start Date	Termina	ation Date Hours Assigned		Hrs Completed				
Construction phase completed Death Fired (please explain below) Illness/health problems Lack of transportation and /or travel distance Military duty Relocated Personal Quit to work for another company Other (please explain below)  Please provide comments:  Contractor's Representative Signature  MAIL or Fax THE ORIGINAL and MAINTAIN COPY: 395 John Ireland Boulevard								A A SECTION	
Death   Fired (please explain below)   Illness/health problems   Lack of transportation and /or travel distance   Military duty   Relocated   Personal   Quit to work for another company   Other (please explain below)      Please provide comments:   Contractor's Representative Signature   Title   Date      MAIL or Fax THE ORIGINAL and MAINTAIN COPY: 395 John Ireland Bouleyard									
Fired (please explain below)    Illness/health problems   Lack of transportation and /or travel distance   Military duty   Relocated   Personal   Quit to work for another company   Other (please explain below)    Please provide comments:    Contractor's Representative Signature   Title   Date     MAIL or Fax THE ORIGINAL and MAINTAIN COPY: 395 John Ireland Boulevard									
Illness/health problems     Lack of transportation and /or travel distance     Military duty     Relocated     Personal     Quit to work for another company     Other (please explain below)      Please provide comments:     Contractor's Representative Signature   Title     Date     MAIL or Fax THE ORIGINAL and MAINTAIN COPY:     395 John Ireland Boulevard									
Lack of transportation and /or travel distance   Military duty   Relocated   Personal   Quit to work for another company   Other (please explain below)      Please provide comments:   Contractor's Representative Signature   Title   Date      MAIL or Fax THE ORIGINAL and MAINTAIN COPY: 395 John Ireland Boulevard									
Military duty  Relocated  Personal  Quit to work for another company  Other (please explain below)  Please provide comments:  Contractor's Representative Signature  Title  Date  MAIL or Fax THE ORIGINAL and MAINTAIN COPY:  395 John Ireland Boulevard									
Relocated Personal Quit to work for another company Other (please explain below)  Please provide comments:  Contractor's Representative Signature Title Date  MAIL or Fax THE ORIGINAL and MAINTAIN COPY: 395 John Ireland Boulevard	Lack of transportation and /or travel distance								
Personal Quit to work for another company Other (please explain below)  Please provide comments:  Contractor's Representative Signature Title Date  MAIL or Fax THE ORIGINAL and MAINTAIN COPY: 395 John Ireland Boulevard									
Quit to work for another company  Other (please explain below)  Please provide comments:  Contractor's Representative Signature  Title  Date  MAIL or Fax THE ORIGINAL and MAINTAIN COPY: 395 John Ireland Boulevard									
Other (please explain below)  Please provide comments:  Contractor's Representative Signature  Title  Date  MAIL or Fax THE ORIGINAL and MAINTAIN COPY: 395 John Ireland Boulevard	Personal								
Please provide comments:  Contractor's Representative Signature  Title  Date  MAIL or Fax THE ORIGINAL and MAINTAIN COPY: 395 John Ireland Boulevard	Quit to work for another company								
Contractor's Representative Signature  Title  Date  MAIL or Fax THE ORIGINAL and MAINTAIN COPY:  395 John Ireland Boulevard									
MAIL or Fax THE ORIGINAL and MAINTAIN COPY: 395 John Ireland Boulevard	Please provide comments:								
St. Paul, MN 55155-1899 Office of Civil Rights M.S. 170 On-The —Job Training Coordinator									

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

#### Form-1273

(52 FR 36920, October 2, 1987, revised October 21, 1993, FHWA Electronic Version May 1, 2012)

Y	General
1.	General

II. Nondiscrimination

III. Nonsegregated Facilities

IV. Davis-Bacon and Related Act Provisions

V. Contract Work Hours and Safety Standards Act

Provisions

VI. Subletting or Assigning the Contract

VII. Safety: Accident Prevention

VIII. False Statements Concerning Highway Projects

IX. Implementation of Clean Air Act and Federal Water

Pollution Control Act

X. Compliance with Governmentwide Suspension and

Debarment Requirements

XI. Certification Regarding Use of Contract Funds for

Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

# I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
- "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- c. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

# 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

# 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any

location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of

this section) and the Davis-Bacon poster (WH-I321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit

which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

# 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Sccretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain

written evidence of the registration of apprenticeship programs and certification of traince programs, the registration of the apprentices and trainces, and the ratios and wage rates prescribed in the applicable programs.

- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the

"Statement of Compliance" required by paragraph 3.b.(2) of this section.

- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FFIWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

# 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

#### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
  - d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its

own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

# VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

# X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who

- has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- \*\*\*\*
- 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion First Tier Participants:
- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "incligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier

Covered Transactions" refers to any covered transaction under a

- First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared incligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

### MN REVENUE WITHHOLDING FORM IC 134

#### MINNESOTA · REVENUE

IC134

# **Withholding Affidavit for Contractors**

This affidavit must be approved by the Minnesota Department of Revenue before the state of Minnesota or any of its subdivisions can make final payment to contractors. For more detailed information, see the instructions on the back of this form.

1	Сотрапу пате		) Daytime phone	Minnesota tax ID number
İ	Address		Total contract amount	Month/yéar work began
			\$	
 	City	State ZIP code	Amount still due	Month/year work ended
1	<del></del>		J 3	THE RESERVE THE PARTY OF THE PA
Proje	ect number	Project location	***ALL-PLAL - 1.	
Proje	ect owner	Address	City	State ZIP code
Did :	you have employees work o	on this project? Yes Mo. If no.	who did the work?	
_				
Cne	eck the box that desc Sole contractor	cribes your involvement in the proje	ct and thi in all information requeste	ea.
	Subcontractor			
	Name of contractor who	hired you		
	Address			
		*****		
	separate sheet.			• • • •
	separate sheet. Business name	Address		Owner/Officer
	-	Address		<u> </u>
	-	Address		
disc	Business name  clare that all information tose pertinent information	Theye filled in on this form is true and cor	npleté to the best of my knowledge and be	C134. If you need more space, attack  Owner/Officer  Given:  Given:  Control of Revenue to the Telepartment of Revenue to th
d/sc trac	Business name  clare that all information tose pertinent information	I'haye filled in on this form is true and cor n relating to this project, Inctuding sandin	npleté to the best of my knowledge and be	Owner/Officer
Con	clare that all information tose pertinent information tors if I am a prime contributors signature	I'haye filled in on this form is true and cor n relating to this project, Inctuding sandin	npleté to the best of my knowledge and be g copies of this form, to the prime contract Title Paul, MN 55146-6610	Owner/Officer  General Control of Revenue of Italian a subcontractor, and to any subco
Con	clare that all information tose pertinent information tors if I am a prime contributors signature	Theye filled in on this form is true and con in relating to this project, including sand in actor, and to the contracting agency.  Evenue, Mail Station 6610, St. F. 9 or 1-800-657-3594 (TTY: Call	npleté to the best of my knowledge and be g copies of this form, to the prime contract Title Paul, MN 55146-6610	Owner/Officer  Grant of Revenue or if I am a subcontractor, and to any subco
Con Ma Pho ased	clare that all information dose pertinent information tors if I am a prime contributors signature all to: Minnesota Reone: 651-282-9995	Theye filled in on this form is true and con in relating to this project, including sand in actor, and to the contracting agency.  Evenue, Mail Station 6610, St. F. 9 or 1-800-657-3594 (TTY: Call	nplete to the best of my knowledge and be geoples of this form, to the prime contract Title Paul, MN 55146-6610 71.1 for Minnesota Relay). of Compliance certify that the contractor who has a	Owner/Officer  Illef. I authorize the Department of Revenue for if I am a subcontractor, and to any subcontractor and subcontractor and to any sub
Con Ma Pho ased led a	clare that all information dose pertinent information tors if I am a prime contributors signature all to: Minnesota Reone: 651-282-9995	There filled in on this form is true and corn relating to this project, including sendinactor, and to the contracting agency.  Evenue, Mail Station 6610, St. F. 9 or 1-800-657-3594 (TTY: Call Certificate innesota Department of Revenue, I of Minnesota Statutes 290.92 and 2 elating to contract services with the	nplete to the best of my knowledge and be geoples of this form, to the prime contract Title Paul, MN 55146-6610 71.1 for Minnesota Relay). of Compliance certify that the contractor who has a	Owner/Officer  Illef. I authorize the Department of Revenue for if I am a subcontractor, and to any subcontractor, and to

#### MINNESOTA · REVENUE

### Form IC134 Instructions

#### Withholding Affidavit

No state agency or local unit of government can make final payment to a contractor until the Department of Revenue has certified that the contractor and any subcontractor have fulfilled the requirements of Minnesota withholding tax laws.

#### Who Must File

If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must submit an affidavit to the Department of Revenue to receive a confirmation of compliance.

#### **Use of Information**

The Department of Revenue needs all the requested information to determine if you have met the state income tax withholding requirements. If all required information is not provided, Form IC134 will be returned to you for completion.

All information on this affidavit is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy and certain government agencies as provided by law.

#### Minnesota Tax ID Number

You must have a Minnesota tax ID number if you have employees who work in Minnesota. You must enter your Minnesota tax ID number on Form IC134.

If you don't have a Minnesota tax ID number, apply online at www.revenue.state. mn. us or by calling our Business Registration Office at 651-282-5225 or 1-800-657-3605.

If you have no employees and did all the work yourself, you do not need a Minnesota tax ID number. Instead, enter your Social Security number in the space for Minnesota tax ID number and explain who did the work.

#### **Submit Affidavit**

Form IC134 cannot be processed by the Department of Revenue until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed.

If any withholding payments are due to the state, Minnesota law requires certified payments before we approve your Form IC134.

If you are a subcontractor or sole contractor, submit the form when you have completed your part of the project.

If you are a prime contractor, submit the form when the entire project is completed and you have received certified affidavits from all of your subcontractors.

# If you're a prime contractor and a subcontractor on the same project

If you were hired as a subcontractor to do work on a project, and you subcontracted all or a part of your portion of the project to another contractor, you are a prime contractor as well. Complete both the subcontractor and prime contractor areas on a single Form IG134.

You may submit your withholding affidavit either electronically or by mail. This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

For an immediate response: Complete and submit your withholding affidavit electronically. Go to www.revenue.state. mn.us and choose Withholding Tax. Under the File and Pay tab, click on Withholding Affidavit for Contractors on Government Projects.

You may complete and mail Form IC134 to: Minnesota Revenue, Mail Station 6610, St. Paul, MN, 55146-6610, if you have fulfilled the requirements of Minnesota withholding tax laws, the department will sign your affidavit and return it to you.

To receive your final payment, submit the certified affidavit to the government unit for which the work was done. If you are a subcontractor, submit the certified affidavit to your prime contractor to receive your final payment.

#### Information and Assistance

Additional forms and information, including fact sheets and frequently asked questions, are available on our website.

Website: www.revenue.state.mn.us

Email: withholding.tax@state.mn.us

Phone: 651-282 9999 or 1-800-657-3594.

(TTY: Call 711 for Minnesota Relay)

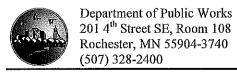
We'll provide information in other formats upon request to persons with disabilities.

#### FORM OF PROPOSAL

#### To the City of Rochester Council Members:

According to the advertisement of the Rochester City Council inviting proposals for the improvement of the section of highway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the Auditor of the City of Rochester:

- (I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.
- (I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in MnDOT 1903, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in MnDOT 1301.
- (I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.
- (I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in MnDOT 1904.
- (I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in MnDOT 1306.
- (I)(We) further propose to furnish a payment bond equal to the Contract amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract if the contract is less than or equal to five million dollars (\$5,000,000.00), or if the contract is in excess of five million dollars (\$5,000,000.00) the aggregate liability shall be equal to the amount of the contract, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in MnDOT 1305.
- (I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by the City of Rochester.
- (I)(We) agree to all provisions of Minnesota Statutes, Section 181.59.
- (I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.
- (I)(We) assign to the City of Rochester all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subContractors and first tier suppliers under this Contract.



### ABBREVIATIONS OF SCHEDULE OF PRICES

#### NOTICE TO BIDDERS

Particular note should be made in regard to the clarity of numerals (figures) and to the procedure for alterations and the required certificate as directed by Section 1301.

The following abbreviations may be used in item description and unit of measure in the Schedule of Prices.

THE IO	noung abou	eviations may be used in item	description and	i tillit of illeasure ill tile selle
Α	Arch		JA	Jacked
A-S	Antiseepage		LIN FT	Linear Feet
ΛВ	Asbestos Bon	ded	LG	Long
ACT	Actuated		MAINT	Maintenance
AGG	Aggregate		MATL	Material
ALUM	Aluminum		MGM	1000 Board Feet
ASB	Asbestos		MET	Metal
ASPH	Asphaltic		MOD	Modification
ASSY	Assemblies		MPA	Metal Pipe Arch
B+B	Balled & Burl	anned	MTD	Mounted
BC	Bituminous	Coated	NON	MET Non Metallic
BIT	Bituminous	Coated	NON PERF	Non-Perforated
			NON REINF	Non-Reinforced
BLDG	Building			
BR	Bridge	n i	OH	Overhead
CAL	Caliper	P-A	Pipe-Arch	T
CB	Catch Basin		PAVT	Pavement
CEM	Cement		PERF	Perofrated
	Curb and Gutt	ter	PL	Plate
CI	Cast Iron		PNEUM	Pneumatic
C-I-P	Cast-in-Place	PREC	Precast	
CL	Class		PREST	Prestressed
COMM	Commercial		PVC	Poly Vinyl Chloride
CONC	Concrete		RCPA	Reinforced Concrete Pipe Arch
COND	Conductor		REINF	Reinforced
CONN	Connection		RELO	Relocation
	Construct		RESTOR	Restoration
CONT	Continuously	PMC	Rigid Metallic C	
CP	Cattle Pass	RIVIC	RNMC	Rigid Non Metallic Conduit
		nionay		Right Non Metallic Conduit
CTD	Coated	RDWY	Roadway	O 10 O1
CUFT	Cubic Feet		S-G	Sand& Gravel
CU YD	Cubic Yard		SIG	Signal
CULV	Culvert	SPE	Special	_
CWT	Hundred Weig		SQ FT	Square Feet
DES	Design	SQ YD	Square Yard	
DBL	Double	STA	Station	
DI	Drop Inlet		STD	Standard
DIAM	Diameter		STL	Steel
DRWY	Driveway		STKPL	Stockpile
EXC	Excavation		STR	Strength
EXP	Expansion		STRUCT	Structural
FAB	Fabric		SPPA	Structural Plate Pipe Arch
FE	Fence		SYS	System
FERT	Fertilizer		T	Traffic
F+I	Furnish & Inst	ta l I	TBR	Timber
		lan		
	Foundation		TEMP	Temporary
FTLG	Feet Long		THERMO	Thermoplastic
FURN	Furnish		TRTD	Treated
GA	Gauge	UNDERGRD	Underground	
GRAN	Granular		UNTRTD	Untreated
HI	High		VAR	Variable
INP	In Place		VM	Vehicular Measure
INST	Install		WEAR	Wearing
				_

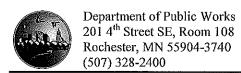
#### STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS

In accordance with 1601 of these Special Provisions, the Contractor must submit a bid based on supplying material(s) to the maximum extent practicable that have been melted and manufactured in the United States. The Contractor **must** submit a stipulation for supplying **ANY** foreign iron or steel materials in accordance with Minnesota Laws 2014, Chapter 295, Section 21 and the requirements of 1601.

The line entry must show the pay item number, a description of the foreign steel product, the estimated quantity, and the estimated invoice price.

PAY ITEM NO.	DESCRIPTION OF FOREIGN STEEL OR IRON PRODUCT OR COMPONENT	ESTIMATED QUANTITIES	ESTIMATED INVOICE PRICE
dura (S			

Total Esti	imated Invoice Price =
Perce	nt of Total Bid Price =
Con	ntractor Name:
	Vendor Number:
If Applicable: This form must be submitted to the Department by th	e Contractor
before the bid opening, as indicated in the Special Provisions.	July 2014



NON-COLLUSION AFFIDAVIT						
The following Non-Collusion Affidavit shall be executed by the bidder:						
STATE OF MINNESOTA	}					
COUNTY OF	}}ss					
Ι,	AN AN	vit), do state under penalty				
		•				
of perjury under 28 U.S.C. 17						
(1) that I am the au	infortized representative of					
(Name of indivi	dual, partnership or corporati	on submitting this proposal)				
and that I have the authority t	to make this declaration for a	nd on behalf of said bidder;				
	reement, participated in any c	id bidder has not either directly or collusion or otherwise taken any action in				
been communicated by the bic an employee or agent of the b	dder or by any of his/her empl idder or of the surety on any any person who is not an empl	the contents of this proposal have not loyees or agents to any person who is not bond furnished with the proposal, and loyee or agent of the bidder or of the said				
(4) that, I have full this affidavit.	ly informed myself regarding	the accuracy of the statements made in				
	Signed:					
	(Bidder	or his authorized representative)				

# SCHEDULE OF PRICES

2 pages

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS. Item No. Description Units Quantity Unit Price Total Price Project SAP 159-109-025 1 STREET (350) 2021.501/00010 MOBILIZATION LS 0.685 REMOVE CONCRETE DRIVEWAY 2104.505/00108 SY 8.00 PAVEMENT 2104.509/00105 REMOVE CASTING **EACH** 10.00 2302,603/03040 **CURB AND GUTTER REPAIR** LF 96.00 2302.603/11000 JOINT REPAIR (TYPE A1) LF 38,028.00 2302.603/34010 FULL DEPTH REPAIR (TYPE CD-LV) LF 367.00 2302.604/00130 PAVEMENT REPLACEMENT (TYPE CX) S Y 1,986.00 2302.618/03010 REPAIR SIDEWALK OR MEDIAN WALK S F 480.00 PARTIAL DEPTH REPAIR (TYPE 2302.618/21000 SF 11,408.00 PARTIAL DEPTH REPAIR (TYPE 2302.618/25000 SF 1,711.00 BE) SPOT FULL DEPTH REPAIR (TYPE 2302.618/31010 SF 319.00 C1-LV) TYPE SP 9.5 WEARING COURSE 2360.501/12200 TON 10.00 MIX (2,B) TYPE SP 12.5 NON WEAR COURSE TON 2360.502/22200 20.00 MIX (2,B) ADJUST FRAME & RING CASTING 2506.522/00011 EACH 3.00 2506.602/00101 CASTING ASSEMBLY SPECIAL 1 EACH 10.00 2531.507/00070 7" CONCRETE DRIVEWAY PAVEMENTIS Y 8.00 6'X6' LOOP DETECTOR DES SAWCUT 2550.541/21717 EACH 16.00 2563.601/00010 TRAFFIC CONTROL LS 0.685 2573.530/00010 STORM DRAIN INLET PROTECTION **EACH** 10.00 Total 1 STREET (350) 2 SANITARY SEWER (250) 2104.509/00101 REMOVE MANHOLE **EACH** 10.00 2104.603/00034 ABANDON PIPE SEWER I.F 784.00 2503.511/13080 8" PVC PIPE SEWER LF 17.00 CONNECT TO EXISTING SANITARY 2503.602/00040 **EACH** 1.00 SEWER 2503,603/00002 SANITARY SEWER SPOT REPAIR LF 20.00 CONST DRAINAGE STRUCTURE 2506,502/00302 **EACH** 4.00 DESIGN SPEC 2 CONST DRAINAGE STRUCTURE 2506.502/00303 EACH 3.00 **DESIGN SPEC 3** Total 2 SANITARY SEWER (250) 3 STORM SEWER (450) 2104.509/00101 REMOVE MANHOLE **EACH** 1.00 CONST DRAINAGE STRUCTURE 2506.502/00304 EACH 1.00 **DESIGN SPEC 4** Total 2 STORM SEWER (450) 4 SERVICE CONNECTION (094) 2503.603/00041 SANITARY SEWER SERVICE LF 240.00 Total 4 SERVICE CONNECTION (094) SAP 159-109-025 Project Total

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Item No.	Description	Units	Quantity	Unit Price	Total Price			
Project SAP 159-11	0-011							
1 STREET (350)				<del>(m. v.)</del>				
2021.501/00010	MOBILIZATION	LS	0.315	5				
2104.509/00105	REMOVE CASTING	EACH	9.00					
2302.603/11000	JOINT REPAIR (TYPE A1)	LF	12,104.00					
2302.603/34010	FULL DEPTH REPAIR (TYPE CD-LV)	LF	623.00	1				
2302.604/00130	PAVEMENT REPLACEMENT (TYPE CX	SY	1,004.00					
2302.618/21000	PARTIAL DEPTH REPAIR (TYPE BA)	SF	3,631.00					
2302.618/25000	PARTIAL DEPTH REPAIR (TYPE BE)	SF	545.00					
2302.618/31010	SPOT FULL DEPTH REPAIR (TYPE C1-LV)	SF	109.00			$\exists$		-
2360.501/12200	TYPE SP 9.5 WEARING COURSE MIX (2.B)	TON	. 10.00					
2360.502/22200	TYPÈ SP 12.5 NON WEAR COURSE MIX (2,B)	TON	20.00					Size.
2506,602/00101	CASTING ASSEMBLY SPECIAL 1	EACH	8.00		5,735	1	Section 1	garage.
2550.541/21717	6'X6' LOOP DETECTOR DES SAWCUT	EACH	9.00		4, 5 5	7.	A Section 1	
2563.601/00010	TRAFFIC CONTROL	LS.	0.315			: : : : : : : : : : : : : : : : : : :		1.3
2573.530/00010	STORM DRAIN INLET PROTECTION	EACH	10.00			14		ens Store
2 SANITARY SEV	VER (250)		Total 1	STREET (350	<u>) [                                   </u>			
2104.509/00101	REMOVE MANHOLE	EACH	9.00		8. 141		' · · · · ·	
2104.603/00034	ABANDON PIPE SEWER	LF	29.00			n.,		
2503.511/13080	8" PVC PIPE SEWER	LF	137.00			$\dashv$		
2506.502/00302	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	6.00			$\dashv$		
2506.502/00303	COMOT DEALMACE OFFICE	EACH	2.00					
	•		Total 2 SANITAR	Y SEWER (250	)	$\exists$		
4 SERVICE CON	,							
2503.602/00005	RECONNECT SANITARY SEWER SERVICE	EACH	6.00					
		Tota	I 4 SERVICE CONN			_		
			SAP 159-110-01					

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#### SURETY DEPOSITS

### New Law requires surety deposits for many out-of-state Contractors

A portion of payments made to out-of-state Contractors must be deposited with the state of Minnesota in many instances under a new law passed by the 1989 Legislature.

The law requires that 8 percent of each payment paid to out-of-state Contractors for work done in Minnesota must be withheld as a surety deposit on any contract that can reasonably be expected to exceed \$100,000.

This requirement may be waived, however, if certain conditions are met.

Following are some guidelines to use with the new law.

Once an out-of-state Contractor enters into a contract that is for more than or can be expected to be more than \$100,000, the Contractor will have to file form SD-E (Exemption from Surety Deposits for Out-of-State Contractors) with the Department of Revenue. The department will use the form to determine if the Contractor is exempt from the 8 percent surety deposit requirements.

The department will grant an exemption if:

The Contractor gives the department a cash surety or bond, secured by an insurance company licensed in Minnesota, which guarantees the Contractor will comply with all provisions of Minnesota withholding, sales, and corporate income tax laws, or

The Contractor has done construction work in Minnesota at any time during the three calendar years before entering into the contract and has fully complied with Minnesota withholding, sales, and corporate income tax laws.

If the Contractor is exempt, the department will certify the form and return a copy to the Contractor, who will then be responsible to provide a copy to whoever hired them.

If the Contractor is not exempt, the department will notify whoever hired the Contractor to withhold the 8 percent surety deposit from each payment made to the Contractor. The person or company hiring the Contractor will use form SD-D to make the surety deposits.

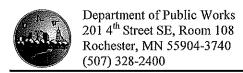
The Department of Revenue will retain the surety deposits until the Contractor's state tax obligations are considered fulfilled. The department will then refund, with interest, any amounts held as surety.

Out-of-state Contractors working for Minnesota subdivisions will still have to file the Withholding Affidavit for Contractors (form IC-134) in addition to complying with the new provisions.

If you need more forms of information, please call (612) 296-6181 from the Twin Cities area and (toll-free) 1-800-657-3777 from elsewhere.

You may also write to: Minnesota Department of Revenue

Taxpayer Information Division Mail Station 4450 St. Paul, MN 55146-4450



### TO WHOM IT MAY CONCERN:

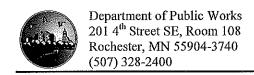
A new Minnesota Law effective January 1, 1990, now governs contracts over \$100,000.00 for non-Minnesota Contractors.

We have been informed by the Minnesota Department of Revenue that certain requirements have not been met. Therefore, we are withholding an 8% surety deposit from your payment.

You are eligible to have these funds returned when the state tax obligations are met.

Gross Amount
8% Surety Deposit
Net Amount Paid
If you have any questions, contact Mr. Dan Weber at (507) 328-2409.

I C



### FORM 21126D (FF REV. 2-90)

State Project No. <u>159-109-025 3rd Ave SE</u>, <u>159-110-011 11th Ave NE</u>

		GRAND TOTAL \$		
PROPOSAL GUARANTY arequired by 1208 of the Specters (5%) percent of the total	ifications and payab	le to the City of Rochester	r, Minnesota, in a	(bond), prepared as n amount equal to a
NON-COLLUSION AFFIDA each bidder.	AVIT: If a Non-Co	llusion affidavit is found	in this Proposal i	t must be signed by
RECEIPT OF ADDENDA as The <u>undersigned</u> hereby ackn	owledges receipt of	and has considered:		
Addendum No Dated				
Addendum No Dated		Addendum No	Dated _	
RECEIPT OF PLAN: The undersigned hereby ackn Signed EXECUTION OF PROPOSA This proposal dated the	L as required by 12	06 of the Specifications:	7 & 98), <u>32</u> Tota	Sheets.
Signed:	, P.O. Addre	SS		as an individual.
Signed:	, P.O. Addre	SS		as an individual.
Doing business under the nan	ne and style of			
Signed:				
NAME	]	BUSINESS ADDRESS		
Signed:	, for			a corporation,
incorporated under the laws of				
Name of President				
Name of Vice-President		Business Address		
Name of Secretary		Business Address	<u></u>	
Name of Treasurer				

(NOTE: Signatures shall comply with 1206 of the Specifications.)